

CITY COUNCIL MEETING AGENDA



City of Lake Stevens Vision Statement

We are a thriving community that promotes a vibrant economy, preserves natural beauty, and supports an exceptional quality of life for all.

July 16, 2024 - 6:00 PM

Ways to participate:

In Person: The Mill, Sawyers Room, 1808 Main Street, Lake Stevens

or Join Zoom Meeting: <https://lakestevenswa.zoom.us/j/82833328080>

or call in at (253) 215-8782 Meeting ID 828 3332 8080

1. **Call to Order**
2. **Pledge of Allegiance** Mayor
3. **Roll Call**
4. **Approval of Agenda** Council President
5. **Guest Business**
6. **Citizen Comments**
7. **Council Business** Council President
8. **Mayor's Business**
9. **City Department Report**
 - A. American Public Works Association Accreditation Presentation Aaron Halverson
 - B. Police Department Annual Report Jeffrey Beazizo
 - C. North Cove Row Dock Update Sarah Garceau
10. **Consent Agenda**
 - A. 2024 Vouchers Barb Stevens
 - B. City Council Meeting Minutes for June 18, 2024 Kelly Chelin
 - C. City Council Meeting Minutes of June 25, 2024 Caitlin Weaver
 - D. City Council Meeting Minutes of July 2, 2024 Kelly Chelin
 - E. City Council Meeting Minutes of July 9, 2024 Caitlin Weaver
 - F. Diversified Holdings NW Contract for the construction of 91st Ave Phase 1 Sidewalk Improvements - Transportation Improvement Program Project Erik Mangold

11. Action Items

- | | | |
|----|--|-----------------|
| A. | Resolution No. 2024-08 Amending Comprehensive Procurement Policy 302; and Repealing Resolution No. 2022-15 | Barb Stevens |
| B. | Resolution No. 2024-09 Establishing a Small Works Roster Process, and Repealing Resolution No. 2018-16 | Barb Stevens |
| C. | Cost Sharing Agreement for Downtown Stormwater Detention System | Aaron Halverson |
| D. | WSDOT Maintenance Agreement for SR 9/204 Landscaping and Walls | Aaron Halverson |

12. Discussion Items

- | | | |
|----|--|-----------------|
| A. | Ordinance No. 1171 - Establishing a Compost Procurement Policy | Aaron Halverson |
|----|--|-----------------|

13. Executive Session-Collective Bargaining RCW 42.30-No Action to Follow**14. Adjourn*****THE PUBLIC IS INVITED TO ATTEND***

The City of Lake Stevens strives to provide accessible opportunities for individuals with disabilities. Please contact Human Resources, City of Lake Stevens ADA Coordinator, (425) 622-9400, at least five business days prior to any City meeting or event if any accommodations are needed. For TDD users, please use the state's toll-free relay service, (800) 833-6384, and ask the operator to dial the City of Lake Stevens City Hall number.

CITY DEPARTMENT REPORT



Agenda Date: 7/16/2024

Contact Person/Department: Aaron Halverson, Public Works

On June 12, 2024, the city was awarded APWA Accreditation for the Public Works Department after two years of work by city staff. APWA Accreditation ensures that the city has policies and procedures that meet or exceed the industry standard. It also reduces the risk associated with public works practices and areas of responsibility. The accreditation effort included work by several city departments to develop policies and procedures, a self-evaluation, a peer review and a comprehensive APWA evaluation. The city was evaluated the first week of June 2024 and was found to be fully compliant in 364 of 365 practices. As noted by the evaluators, this was an exceptional evaluation, and the city is far ahead of other recently evaluated cities in the country.

Lake Stevens joins six other accredited municipalities in Washington state.

LAKE STEVENS POLICE

ANNUAL REPORT 2023



CHIEF'S MESSAGE

WELCOME!

To the men and women who serve our community every day, 24/7/365, who have the responsibility of recognizing and adapting to change, and who continue to answer the calls during these unprecedented times, THANK YOU!

In 2023, we began the year with eight vacancies and experienced a 40% turnover in staff, due to four retirements and five separations. Despite these challenges, we ended the year with six vacancies after hiring and promoting talented individuals.

Lake Stevens was recognized as the 5th safest city in Washington and 67th nationwide. This achievement reflects our commitment to organizational excellence, professional development, quality training, succession planning, and staff wellness.



CHIEF'S MESSAGE

CONTINUED...

In 2023, we introduced several wellness initiatives to support our staff:

- Wellness Room: A new space for staff to decompress and relax after stressful incidents.
- Coaching Program: A law enforcement coaching program to enhance professional development.
- Mental Health Support: Mental health support visits from an MHP and her support dog, Buster, funded by a WASPC Wellness Grant.

After 32 years in law enforcement, I am inspired by our staff's dedication. They meet our community's expectations of professional police service, building trust and transparency. Our motto: "Work hard, treat people right, show respect and dignity, and have some fun along the way."

Thank you to the Mayor, City Council, city departments, and our community for their support. We look forward to 2024, continuing to be good stewards of public trust, fiscally responsible, and providing exceptional services.

Chief Jeffrey G. Beazizo



MISSION AND GOALS



MISSION

We serve the Lake Stevens community by enhancing public safety and quality of life through professional police services, organizational excellence, and community interaction.

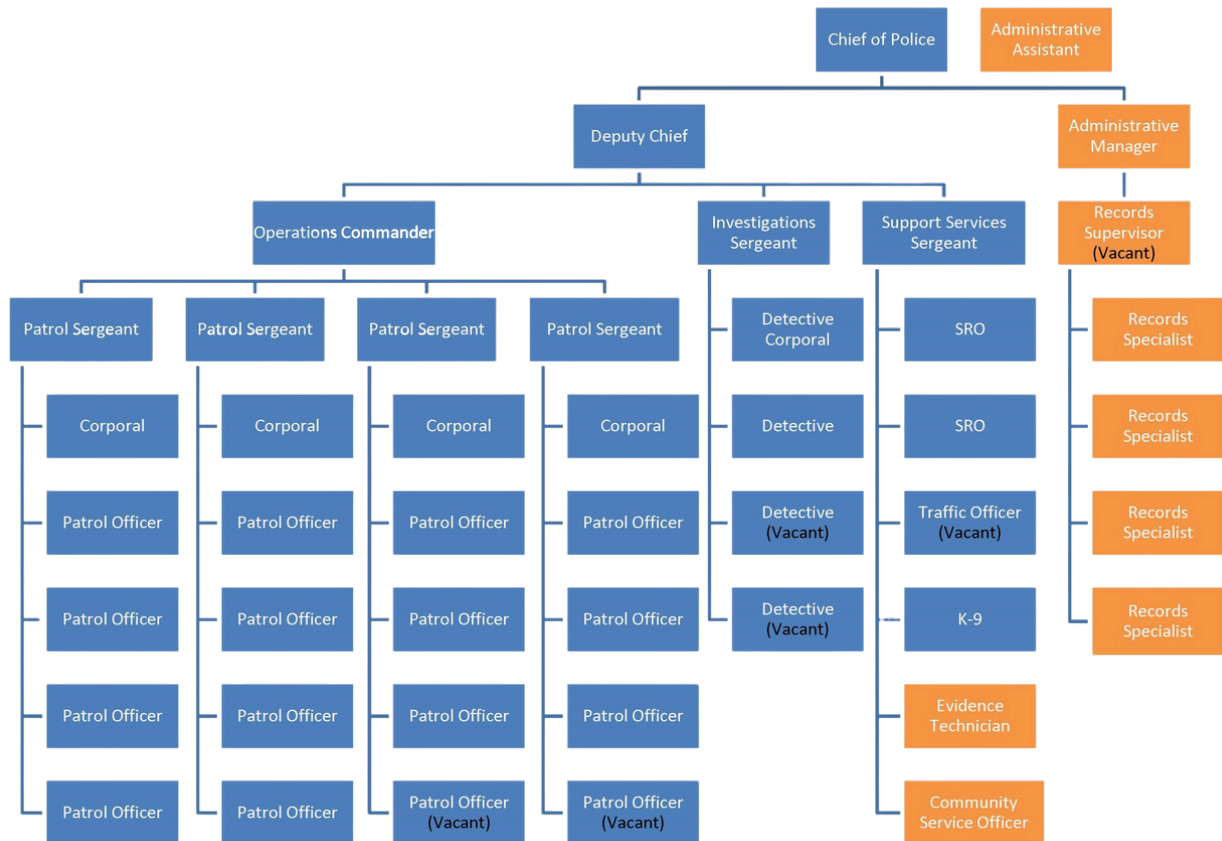


2024 GOALS

- Identify and implement a crime suppression and reduction strategies to address crime and community concerns.
- Increasing and enhancing a traffic safety program using education, engineering, and enforcement.
- Develop a meaningful and resilient wellness program for all department employees with established goals and benchmarks.
- Support the City-Wide records management project to create consistency and implement best practices.
- Increase public confidence by obtaining WASPC re-accreditation.
- Analyze the investigations unit's processes to improve case management and better outcomes for victims.

OUR DEPARTMENT

The Lake Stevens Police Department serves a population of 41,260 residents and operates with an annual 2023 budget of \$10.7 million. Though in 2023, only \$9.5 million was spent. Officers are on duty 24 hours per day, 7 days per week, year-round. In 2023, our employees completed a total of 4,087.85 training hours. The Lake Stevens Police Department consists of four divisions: Office of the Chief, Administration, Support Services, and Operations.



2023 STAFFING DATA

ALLOCATED COMMISSIONED STAFF: 37
YEAR END STAFFING: 32

ALLOCATED NON-COMMISSIONED STAFF: 9
YEAR END CURRENT STAFFING: 8

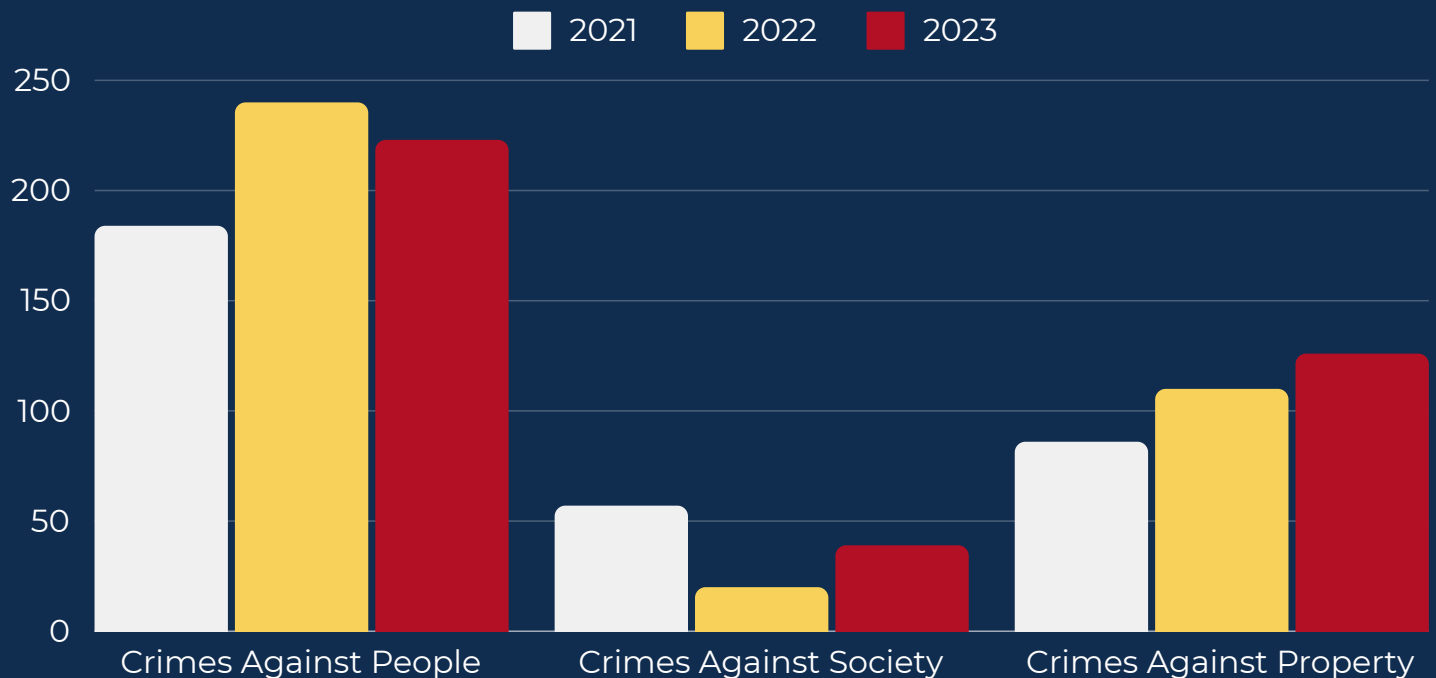
LSPD IS AUTHORIZED .99 EMPLOYEES PER 1000
CITIZENS. AVERAGE COMPARED TO 40K
POPULATION RANGE IS 1.82



OPERATIONS DIVISION

The Patrol Division embodies the most visible police presence in our community. Our officers collaborate closely with community members to uphold the mission and values of the department.

Officers respond to reported crimes and emergencies, enforce traffic laws, provide assistance, attend community meetings, implement crime prevention strategies, and engage with the public.



OPERATIONS DIVISION



In 2023, officers responded to 22,727 incidents.

62% - 911 Calls

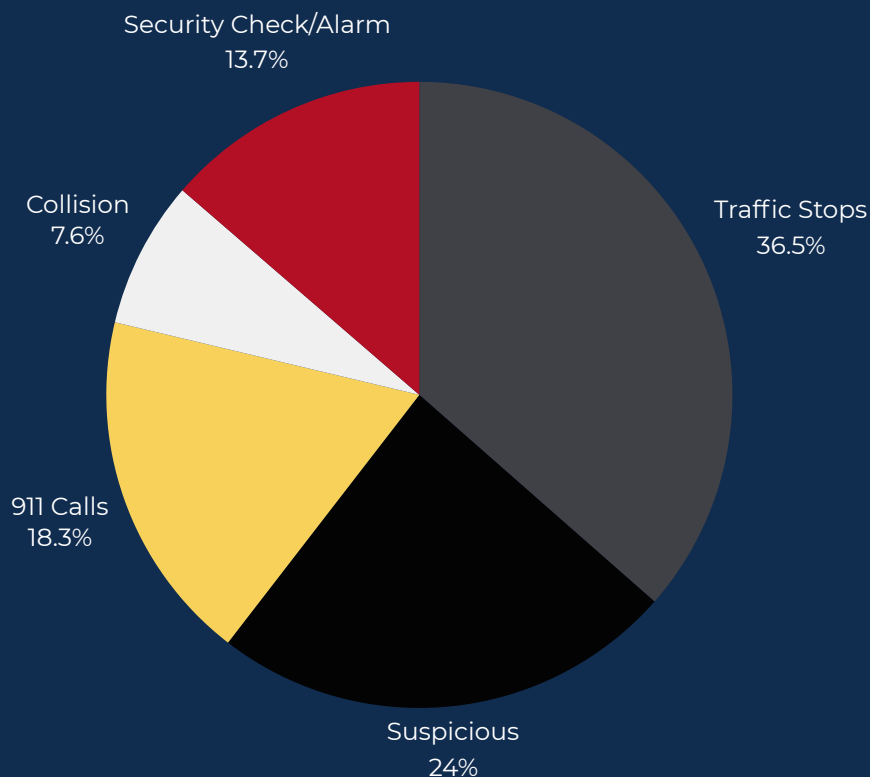
38% - Officer Initiated Calls

Patrol officers are on duty 24 hours per day, 7 days per week, year-round.

We have 4 patrol squads which consist of a sergeant, corporal, and four officers.



Here is a breakdown of our top call types.



SUPPORT SERVICES DIVISION

SCHOOL RESOURCE OFFICERS

During the school year, Officers Carter and Kilroy provide law enforcement and mentorship for the Lake Stevens School District. Each officer is responsible to attend to the needs of several elementary schools, one middle school, and a mid-high or high school. They are kept busy during the school year keeping our schools safe so that the most positive learning environment can occur. In addition to their daily responsibilities, our school resource officers attend sporting events, dances, club activities, and other school-related events. The highest priority for our school resource officers is student safety. Part of this responsibility is mentoring the youth in our community to make good and safe choices in their lives. The school resource officers are also a valuable resource for school staff and parents. Often, SROs are called to assist in matters that don't exactly relate to school such as custody, domestic violence, and parenting issues.



SUPPORT SERVICES DIVISION

MARINE UNIT

The Marine Unit for the Lake Stevens Police Department consists of 10 certified marine patrol officers in our ranks. We have 2 full-time officers on the water throughout the normal boating season. We also support our 2 full-time officers with additional marine patrol officers on the water during heavy boat traffic. The Lake Stevens Police Department currently has 2 vessels on the water 24/7 during the summer months. During the winter months, we have 1 operation vessel on the water for emergencies. Our marine patrol officers are on the water to ensure the safety of those who recreate on the waterway. The responsibilities include education, vessel safety inspections, enforcement for violations, and the protection of our beautiful lake from harmful chemicals or spills..

COMMUNITY SERVICE OFFICER

The citizens in our city may need services that are better served by a non-commissioned officer. Some of those needs may include animal control issues, crime prevention, parking, and abandoned/hulk vehicles. Our Community Service Officer took on these responsibilities and allowed our patrol officers to focus on 911 calls for service and other investigations. Officer Cooper conducted several criminal animal abuse cases in 2023, as well as successfully dealt with animal licensing issues. Officer Cooper also dealt with the many parking complaints throughout the city, as well as the tagging and removal of abandoned vehicles.

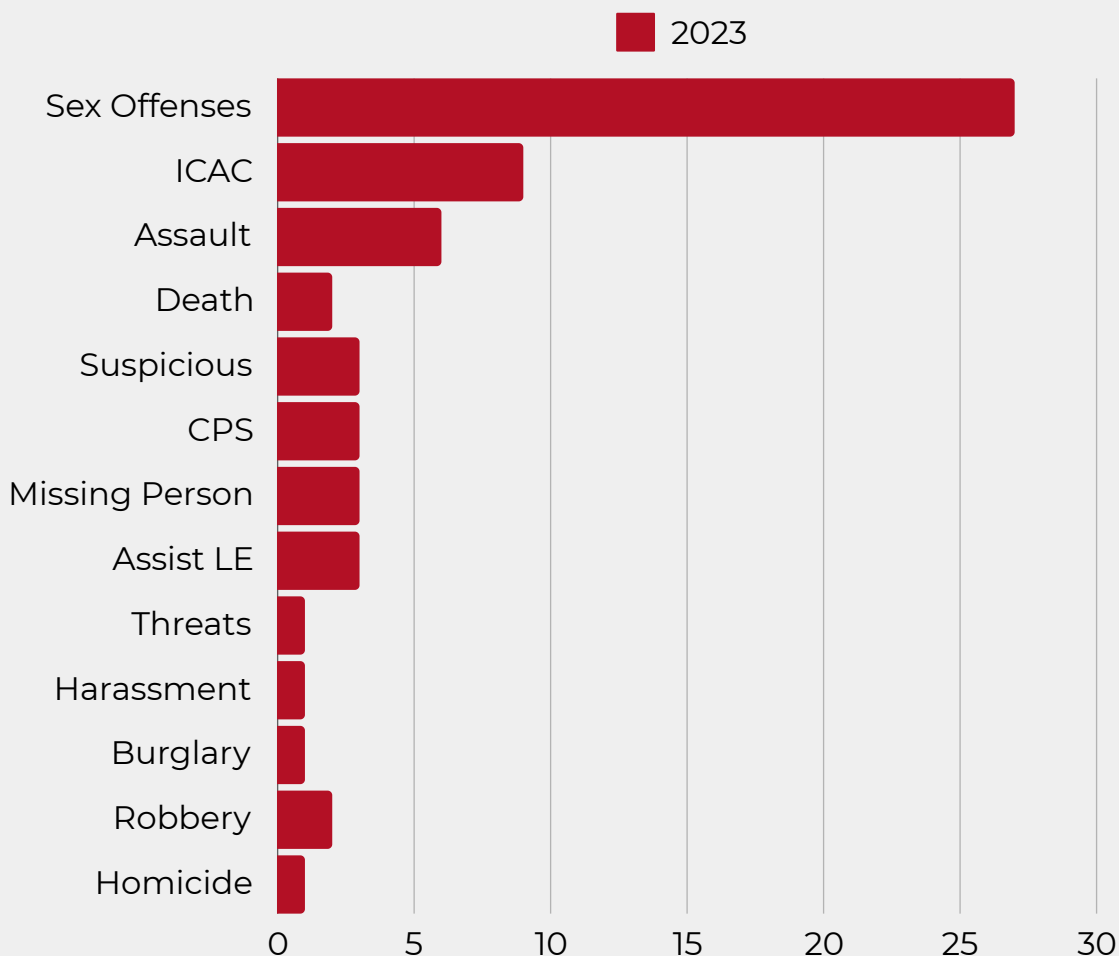


SUPPORT SERVICES DIVISION

INVESTIGATIONS UNIT

Under the direction of the Deputy Chief and direct supervision of a sergeant, detectives perform work related primarily to the investigation of felony criminal cases and to build a case sufficient for filing of criminal charges with the city, state, or federal prosecutor's office. The division is responsible for the investigation of major crimes to include homicide, robbery, aggravated assault, sexual assault, child physical and/or sexual abuse, serial crimes, and arson.

The investigations team worked the majority of 2023 with two full-time detectives. The team was assisted by two modified-duty officers for a small amount of time each.



SUPPORT SERVICE DIVISION

K9 TEAM

The primary function of the K9 Unit is to support Patrol and other police department units with narcotics investigations. The Lake Stevens Police Department proudly supports Washington State's first fentanyl detection canine. In 2023, our K9 team deployed 27 times and had 41 different seizure events in those deployments searching over 60 environments.



EVIDENCE UNIT

Our Evidence Unit consists of one evidence technician. The Evidence Unit received and processed 1308 different pieces of evidence with almost 300 drug items processed for destruction. 907 pieces of property for destruction. Our Evidence Unit processed almost \$32,000 in seized or unclaimed monies. Finally, our police officers seized or recovered 99 firearms in 2023.

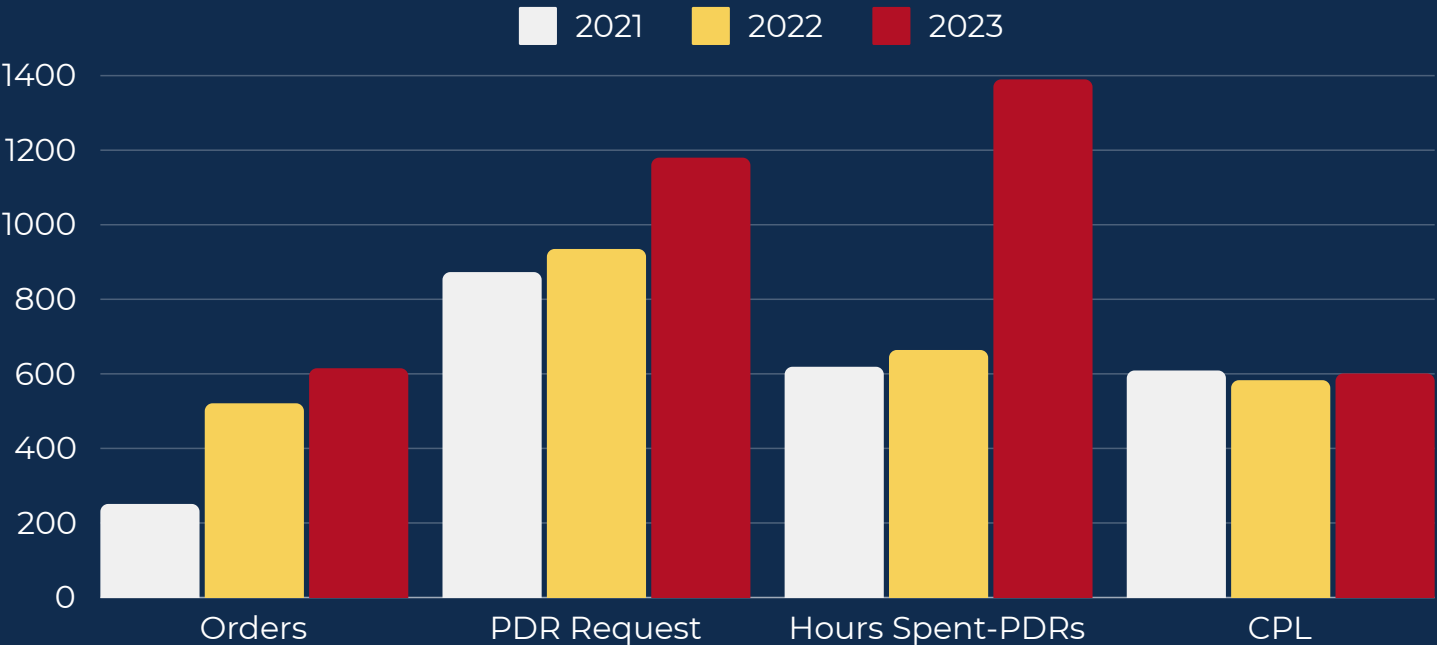


ADMINISTRATIVE DIVISION

RECORDS UNIT



The Records Unit at LSPD handles all law enforcement records management. This unit also conducts fingerprinting, enters warrants and protection orders, processes concealed pistol licenses, responds to public records requests, generates monthly and annual crime statistics, reviews and manages body-worn camera footage, and organizes community events.



ADMINISTRATIVE DIVISION

EXPLORERS & VOLUNTEERS

A Police Explorer and Volunteer Program offers young adults and community members the opportunity to engage with local law enforcement agencies. Through this program, participants gain hands-on experience, and learn about the various aspects of policing. Volunteers assist with community events, administrative tasks, and public safety initiatives, fostering positive relationships between the police and the community.

The Lake Stevens Police Explorers and volunteers assisted the department with numerous community events donating hundreds of service hours.



BRIDGE COORDINATION SERVICES

Bridge Coordination Services made contact with numerous domestic violence victims, provided necessary services, and liaised with prosecutors. Bridge Coordination Services also provided services to citizens involved in escalated neighborhood disputes.

2023 ACCOMPLISHMENTS



The following accomplishments of the Lake Stevens Police Department are tied into our mission statement initiatives:

*** Professional Police Services**

*** Organizational Excellence**

*** Community Interaction**

2023 ACCOMPLISHMENTS

PROFESSIONAL POLICE SERVICES

- 01** Domestic Violence Coordination: The LSPD added Bridge Coordination DV Coordinators to enhance support for victims, streamline the court process, and ensure thorough review of reports.
- 02** Job Task Analysis Participation: The LSPD actively participated in the Washington State Criminal Justice Training Commission's (CJTC) Job Task Analysis (JTA). This comprehensive study validated the content of the Basic Law Enforcement Academy (BLEA) curriculum, identified missing elements, and pinpointed essential tasks for entry-level law enforcement officers to maintain job-related and defensible standards.
- 03** Body-Worn Camera Program Improvement: The LSPD successfully transitioned to a new vendor for their Body-Worn Camera (BWC) program. This change has resulted in improved services and more efficient case management.
- 04** Positive Audit Outcomes: The LSPD completed the 2023 Washington Cities Insurance Authority (WCIA) Audit for Law Enforcement, receiving a positive review with no findings.
- 05** Leadership Appointment: Chief Beazizo was appointed to the Washington State Governor's Background Advisory Board, contributing valuable input on background checks for firearms purchases and transfers.
- 06** Citizen Academy: The LSPD conducted a 9-week Citizen Academy to provide community members with an in-depth understanding of departmental operations and to foster stronger community relations.
- 07** Training Contributions: The LSPD provided leadership and records management training at the Law Enforcement Information and Records Association (LEIRA) and the Law Enforcement Records Academy.
- 08** Comprehensive WCIA Audit: The LSPD successfully completed the Washington Cities Insurance Authority (WCIA) Police audit, resulting in no findings.

2023 ACCOMPLISHMENTS

ORGANIZATIONAL EXCELLENCE

- 01** Improved CPS Intake Process: The LSPD reviewed and enhanced the Child Protective Services (CPS) intake process, updated department policies, and trained all officers on the new procedures to streamline CPS case handling.
- 02** Officer Wellness App Deployment: The Washington Association of Sheriffs and Police Chiefs (WASPC) launched the CORDICO Statewide Officer Wellness App, providing essential resources, information, and support contacts to department members, retirees, and law enforcement families.
- 03** Staff Wellness Enhancement: The LSPD received a grant from the Criminal Justice Training Commission (CJTC) for officer wellness, creation of a wellness room, and enabling the provision of law enforcement coaching and mental health support.
- 04** Sergeant Promotional Assessment: The LSPD successfully completed a Sergeant Promotional Assessment Center.
- 05** Explorer Program Contribution: LSPD Explorers provided numerous service hours to the community, focusing on mentorship and attending the Statewide Explorer Academy.
- 06** Volunteer Program Reintroduction: The LSPD reintroduced the Volunteer Program, with volunteers contributing service hours to community events, fingerprinting, office tasks, and deliveries.
- 07** Fusion Liaison Officer Appointment: Deputy Chief Young became a Fusion Liaison Officer in partnership with the Washington State Fusion Center, enhancing collaboration and information sharing.

2023 ACCOMPLISHMENTS

COMMUNITY INTERACTION

- 01** Autism Awareness Campaign: The LSPD promoted autism awareness by wearing badge pins and donating to a local autism charity.
- 02** Special Olympics Support: The LSPD participated in the 2023 Polar Plunge and the 2023 Law Enforcement Torch Run.
- 03** Water Safety Collaboration: The LSPD worked with Snohomish Regional Fire & Rescue (SRFR), Snohomish County Sheriff's Office (SCSO), to promote water safety.
- 04** "Pops with Cops" Events: The LSPD sponsored two "Pops with Cops" events during the summer at local parks, fostering community engagement.
- 05** Water Safety Camp: The LSPD Marine Unit participated in the Snohomish Regional Fire & Rescue Water Safety Camp held at Lundeen Park.
- 06** Coffee with Cops: The LSPD joined the Snohomish County Sheriff's Office and Washington State Patrol at Frontier Village Starbucks, enhancing community-police relationships.
- 07** National Night Out: The LSPD took part in the annual NNO event with SRFR, promoting community safety and unity.
- 08** Kids and Us Tours: The LSPD conducted tours for Kids and Us, offering safety-related materials and insights into police operations.
- 09** Car Seat Checks: The LSPD conducted 24 car seat checks for community members to ensure child safety.
- 10** Toy Drives Participation: The LSPD participated in the Lake Stevens Community Resource and Food Bank annual Toy Drive at Target, and the Dawson Place Toy Drive.
- 11** Cancer Awareness: The LSPD participated in fundraising and wore pink badges in honor of Cancer Awareness Month.
- 12** Behind the Badge Foundation Support: The LSPD raised \$4,005 to support the Behind the Badge Foundation.

PERSONNEL RECOGNITION



**RECORDS SUPERVISOR
ARIANE FOX**

Employee of the Year



**SERGEANT
JAMES BARNES**

Officer of the Year

LIFE SAVING AWARD

Officer Jess Brecht
Corporal Chris Lyons

CHIEF'S LEADERSHIP AWARD

Detective Corporal
Kristen Parnell



COME JOIN OUR LSPD TEAM!



- Signing bonus up to \$25,000 for lateral officers
- Moving expense reimbursement
- Competitive salary
- Specialty assignment, longevity and education incentives
- Annual uniform allowance
- Holiday cash out
- Retirement, pension, and full medical
- Robust training and professional development plan



Instagram

@lakestevenspd



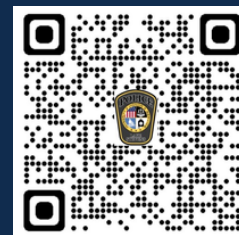
Facebook

facebook.com/lakestevenspolice

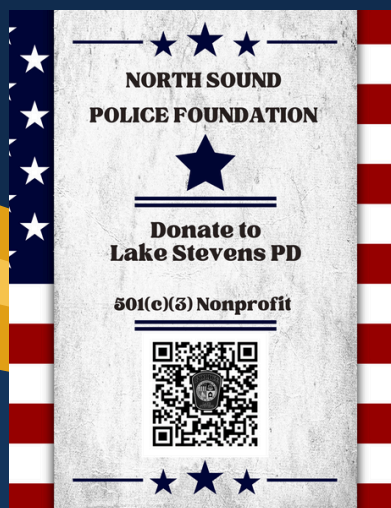


Website

lakestevenswa.gov/police



Contact a recruiter and start your career with the Lake Stevens Police Department today!



BLANKET VOUCHER APPROVAL
2024

Payroll Direct Deposits	7/10/2024	\$433,727.72
Payroll Checks	61229	\$2,843.49
Electronic Funds Transfers	ACH	\$16,521.90
Claims	61230-61283	\$383,370.01
Void Checks		
Total Vouchers Approved:		\$836,463.12

This 16th day of July 2024

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment or a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Lake Stevens, and that I am authorized to authenticate and certify to said claim.

Finance Director/Auditing Officer, Barb Stevens

Mayor, Brett Gailey

July 16, 2024



City expenditures by type for this voucher packet		
Personnel Costs	\$436,571	52%
Excise Tax	\$16,522	2%
Supplies	\$34,459	4%
Professional Services	\$258,162	31%
Capital *	\$22,224	3%
Debt Payments	\$68,524	8%
Total	\$836,463	100%

Large Purchases *

City of Lake Stevens Blanket Voucher Report
Checks to be approved for period 07/04/2024 - 07/12/2024

Total for Period
\$399,891.91

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Ace Hardware	79673	001 010 576 80 31 00	PK-Operating Costs	Lock for Staff Lockbox at The Mill	61230	\$7.64
					61230 Total	\$7.64
Advance Testing & Service	102787	001 010 576 80 41 00	PK-Professional Services	Backflow Test & Repair NC Bathroom	61231	\$711.43
					61231 Total	\$711.43
Amazon Capital Services	1QGQ-3MW6-69G3	001 008 521 20 31 00	LE-Office Supplies	Cards/Wireless Keyboard/Mouse	61232	\$240.41
Amazon Capital Services	1TWC-T6V4-3DK9	001 005 518 10 31 00	HR-Office Supplies	Office Chair Cover/Monitor/Hanging Strips	61232	\$79.31
Amazon Capital Services	1XHF-RK11-N44F	001 008 521 20 31 05	LE-Equipment - New Officers	Boots Return Credit - Byram/Lindseth	61232	(\$169.08)
					61232 Total	\$150.64
Axon Enterprise Inc	INUS260427	001 008 594 21 70 01	Axon BWC - Installment Purch	Body Worn Camera Purchase	61233	\$68,524.30
Axon Enterprise Inc	INUS260427	001 008 521 20 31 11	LE - Body Worn Camera Program	Body Worn Camera Purchase Tax	61233	\$5,392.51
					61233 Total	\$73,916.81
Business Card	BARNES 07-2024	001 008 521 20 31 06	LE - Uniform Clothing	PepperBall Security Holster	61234	\$338.00
Business Card	BARNES 07-2024	001 008 521 20 31 01	LE-Fixed Minor Equipment	PepperSpray/Baton/Mag Case/Flashlight/Portable Radio Cases	61234	\$213.95
Business Card	BRAZEL 07-2024	001 002 513 11 43 00	AD-Travel & Meetings	AWWA Water Conf Hotel - G Brazel	61234	\$633.03
Business Card	BRAZEL 07-2024	001 002 513 11 43 00	AD-Travel & Meetings	AWWA Water Conf Uber Fees - G Brazel	61234	\$45.35
Business Card	BRAZEL 07-2024	001 002 513 11 43 00	AD-Travel & Meetings	ICMA Conf Flight - G Brazel	61234	\$426.20
Business Card	DREHER 07-2024	001 008 521 20 49 00	LE-Dues & Memberships	DOL Notary License - J Dreher	61234	\$40.00
Business Card	DREHER 07-2024	001 008 521 20 31 00	LE-Office Supplies	Notary Bond/Insurance - A Fox	61234	\$90.00
Business Card	DREHER 07-2024	001 008 521 20 31 00	LE-Office Supplies	Notary Bond/Insurance - J Dreher	61234	\$90.00
Business Card	DREHER 07-2024	001 008 521 40 49 01	LE-Registration Fees	Notary Training - A Fox	61234	\$135.00
Business Card	DREHER 07-2024	001 008 521 40 49 01	LE-Registration Fees	Notary Training - J Dreher	61234	\$135.00
Business Card	DREHER 07-2024	001 008 521 20 42 00	LE-Communication	Postage Fees	61234	\$6.75
Business Card	DREHER 07-2024	001 008 521 20 31 00	LE-Office Supplies	Table Top/Stationary	61234	\$14.62
Business Card	DREHER 07-2024	001 008 521 20 43 00	LE-Travel & Per Diem	UOP Core Training Hotel - C Lyons	61234	\$218.98
Business Card	FOX 07-2024	001 008 521 20 49 00	LE-Dues & Memberships	DOL Notary License - A Fox	61234	\$40.00
Business Card	FOX 07-2024	001 008 521 20 49 00	LE-Dues & Memberships	LEIRA Membership - C Byram	61234	\$50.00
Business Card	GAILEY 07-2024	001 001 513 10 43 00	Executive - Travel & Mtgs	AWC Conf Fuel City Vehcile - B Gailey	61234	\$111.53
Business Card	GAILEY 07-2024	001 001 513 10 43 00	Executive - Travel & Mtgs	AWC Conf Hotel - B Gailey	61234	\$764.49
Business Card	MACDONALD 07-2024	101 016 542 30 48 00	ST-Repair & Maintenance	Annual Inspection PW16 Bucket Truck	61234	\$1,911.75
Business Card	MACDONALD 07-2024	410 016 531 10 48 00	SW - Repairs & Maintenance	Annual Inspection PW16 Bucket Truck	61234	\$1,911.75
Business Card	MACDONALD 07-2024	001 010 576 80 48 01	PK - R&M Vehicles	Bushing for PW52 Parks Boat	61234	\$19.94
Business Card	MACDONALD 07-2024	101 016 544 90 31 02	ST-Operating Cost	OTC Encore Annual Subscription	61234	\$409.87
Business Card	MACDONALD 07-2024	410 016 531 10 31 02	SW - Operating Costs	OTC Encore Annual Subscription	61234	\$409.88
Business Card	MACDONALD 07-2024	101 016 544 90 31 02	ST-Operating Cost	Reman Steering Gear & Core PW78 Dumptruck	61234	\$977.46
Business Card	MACDONALD 07-2024	410 016 531 10 31 02	SW - Operating Costs	Reman Steering Gear & Core PW78 Dumptruck	61234	\$977.46
Business Card	MACDONALD 07-2024	101 016 544 90 31 02	ST-Operating Cost	Steering Gear Core PW78 Dumptruck Refund	61234	(\$437.20)
Business Card	MACDONALD 07-2024	410 016 531 10 31 02	SW - Operating Costs	Steering Gear Core PW78 Dumptruck Refund	61234	(\$437.20)
Business Card	MACDONALD 07-2024	101 016 542 30 48 00	ST-Repair & Maintenance	Windshield Repair 2023 Ford Transit EV-1	61234	\$125.00
Business Card	THOMAS 07-2024	001 008 521 20 31 08	LE - Business Meeting Supplies	Water/Cookies for PD Meeting	61234	\$19.82
Business Card	WARRINGTON 07-204	001 005 518 10 49 01	HR-Staff Development	NeoGov Conf Registration - A Rose/L Frederick	61234	\$1,750.00
Business Card	WARRINGTON 07-204	001 005 517 90 41 01	HR-City Training Program	PRIMA Conf Airport Parking Fees - A Warrington/M Roth	61234	\$148.00
Business Card	WARRINGTON 07-204	001 005 518 10 43 00	HR-Travel & Meetings	PRIMA Conf Hotel - A Warrington	61234	\$941.43
Business Card	WARRINGTON 07-204	001 005 517 90 41 01	HR-City Training Program	PRIMA Conf Hotel - M Roth	61234	\$651.97

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Business Card	WARRINGTON 07-204	001 005 518 10 49 01	HR-Staff Development	PRIMA Conf Registration - A Warrington	61234	\$795.00
Business Card	WARRINGTON 07-204	001 005 518 10 41 00	HR-Professional Services	Survey Monkey Employee Handbook Project	61234	\$327.90
Business Card	WEAVER 07-2024	001 001 513 10 49 01	Executive - Prof. Development	NLC City Summit Registration - B Gailey	61234	\$865.00
Business Card	WEAVER 07-2024	001 001 511 60 49 01	Legislative - Prof. Developmen	NLC City Summit Registration - S Ewing	61234	\$865.00
Business Card	WEAVER 07-2024	001 001 513 10 43 00	Executive - Travel & Mtgs	SCC Monthly Dinner Registration - B Gailey	61234	\$60.54
Business Card	WEAVER 07-2024	001 001 511 60 43 00	Legislative - Travel & Mtgs	SCC Monthly Dinner Registration - K Daughtry	61234	\$60.54
Business Card	WEAVER 07-2024	001 003 514 20 49 02	CC-Staff Development	State of the City Registration - K Chelin/ C Weaver	61234	\$40.00
Business Card	WEAVER 07-2024	001 003 514 20 49 02	CC-Staff Development	State of the City Registration - O Baumgardner	61234	\$20.00
Business Card	WEAVER 07-2024	001 001 511 60 31 00	Legislative - Operating Costs	Water for Council	61234	\$7.64
					61234 Total	\$15,774.45
CDW Government Inc	RX88993	510 006 518 80 49 18	LR - Microsoft Enterprise Agmt	Microsoft 365 Stepup License	61235	\$254.45
CDW Government Inc	RZ82366	510 006 518 80 31 00	Purchase Computer Equipment	Surface Laptop - D Levitan	61235	\$1,675.15
CDW Government Inc	SC08300	510 006 518 80 31 00	Purchase Computer Equipment	Microsoft Surface Warranty	61235	\$52.60
CDW Government Inc	SC15386	510 006 594 18 64 00	Capital - Purch Computer Equip	Azure Gov Cloud Overages	61235	\$213.67
					61235 Total	\$2,195.87
Cintas Loc 460	4195781430	001 010 576 80 41 00	PK-Professional Services	Parks Uniform Service	61236	\$74.70
Cintas Loc 460	4197194134	001 010 576 80 41 00	PK-Professional Services	Parks Uniform Service	61236	\$75.74
					61236 Total	\$150.44
City of Marysville	LKS24-6	001 013 512 52 40 00	GG-Municipal Court Fees 2022	Marysville Court Citations 06-2024	61237	\$11,819.46
					61237 Total	\$11,819.46
Comcast	06-2024 COMCAST	001 010 576 80 42 00	PK-Communication	Internet Services - 20 S Davies Rd	61238	\$401.71
Comcast	06-2024 COMCAST	001 010 576 80 42 00	PK-Communication	Internet Services - Frontier Park	61238	\$401.71
Comcast	06-2024 COMCAST	001 010 576 80 42 00	PK-Communication	Internet Services - Parks/Rec Office	61238	\$138.24
Comcast	06-2024 COMCAST	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Control	61238	\$329.98
					61238 Total	\$1,271.64
Crystal Springs	5249844 070124	001 007 558 50 31 01	PL-Operating Costs	Bottled Water - City Hall	61239	\$53.90
Crystal Springs	5249844 070124	001 007 559 30 31 01	PB-Operating Cost	Bottled Water - City Hall	61239	\$53.90
Crystal Springs	5249844 070124	001 013 518 20 31 00	GG-Operating Costs	Bottled Water - City Hall	61239	\$109.18
					61239 Total	\$216.98
Daily Journal of Commerce Inc	3400230	120 016 595 61 60 02	TBP02: 91st - 4th to Market	RFB 91st Ave SE Phase 1 Sidewalk Improvements	61240	\$226.95
Daily Journal of Commerce Inc	3400230	120 016 595 61 60 03	TBP03: 91st - 8th to 4th	RFB 91st Ave SE Phase 1 Sidewalk Improvements	61240	\$226.95
Daily Journal of Commerce Inc	3400878	120 016 595 61 60 02	TBP02: 91st - 4th to Market	RFB 91st Ave SE Phase 1 Sidewalk Improvements	61240	\$489.60
Daily Journal of Commerce Inc	3400878	120 016 595 61 60 03	TBP03: 91st - 8th to 4th	RFB 91st Ave SE Phase 1 Sidewalk Improvements	61240	\$489.60
					61240 Total	\$1,433.10
DataQuest LLC	23512	001 005 518 10 41 00	HR-Professional Services	Background Checks	61241	\$58.50
DataQuest LLC	23512	001 008 521 20 41 00	LE-Professional Services	Background Checks	61241	\$45.00
DataQuest LLC	23512	001 010 576 80 41 00	PK-Professional Services	Background Checks	61241	\$318.75
					61241 Total	\$422.25
David Evans and Associates Inc	564058	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs Mattson Hills Construction Plans	61242	\$272.00
David Evans and Associates Inc	564059	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs 23-03 Lanark Review	61242	\$3,669.00
David Evans and Associates Inc	564060	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs Centennial SP Review	61242	\$829.00
David Evans and Associates Inc	564061	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs Hartford Crest Plat Review	61242	\$2,155.00
David Evans and Associates Inc	564066	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs 22-13 Vantage SP Prelim Plat Civil Review	61242	\$1,146.00
					61242 Total	\$8,071.00
Dept of Revenue EFT	06-2023 EXCISE	001 013 518 90 49 06	GG-Excise Tax	Excise Taxes 06-2024	EFT	\$1,021.02
					EFT Total	\$1,021.02

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Dept of Revenue Leasehold EFT	Q2 2024 LHET	633 000 589 30 00 01	Leasehold Excise Tax Remit	Q2 2024 Leasehold Excise Tax	EFT	\$15,500.88
					EFT Total	\$15,500.88
Dept of Transportation	RE-313-ATB40617020	307 000 595 30 60 00	Project Construction Account	SR9/Lake Stevens Rd Roundabout	61243	\$2,326.55
					61243 Total	\$2,326.55
Diverse Earthworks Inc	3059	001 010 576 80 48 00	PK-Repair & Maintenance	NC Playground Partial Mat Replacement	61244	\$21,672.00
					61244 Total	\$21,672.00
Electronic Business Machines	AR280926	001 013 518 20 48 00	GG-Repair & Maintenance	Printer Copy Fees CH Admin XTZ10787	61245	\$787.20
Electronic Business Machines	AR281592	001 008 521 50 48 00	LE-Facility Repair & Maint	Printer Copy Fees PD - 2WU09725	61245	\$54.96
					61245 Total	\$842.16
Enterprise FM Trust	633992-070324	001 008 521 20 48 00	LE-Repair & Maintenance Equip	PD Vehicle Leases/Maint Fees	61246	\$230.30
Enterprise FM Trust	633992-070324	001 008 521 50 48 00	LE-Facility Repair & Maint	PD Vehicle Leases/Maint Fees	61246	\$4,183.27
					61246 Total	\$4,413.57
Fastenal Company	WAARN173860	101 016 544 90 31 02	ST-Operating Cost	Caution Tape/Safety Glasses/Wipers/Gloves	61247	\$72.62
Fastenal Company	WAARN173860	410 016 531 10 31 02	SW - Operating Costs	Caution Tape/Safety Glasses/Wipers/Gloves	61247	\$72.62
					61247 Total	\$145.24
Feldman & Lee PS	06-2024 FELDMAN	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services 06-2024	61248	\$14,000.00
					61248 Total	\$14,000.00
Flock Group Inc	INV-42247	001 008 521 20 41 01	LE-Professional Serv-Fixed	Flock Safety Falcon & Implementation	61249	\$22,297.20
					61249 Total	\$22,297.20
Gailey	080824 GAILEY	001 001 513 10 43 00	Executive - Travel & Mtgs	Mayors Innovation Project Conf Knoxville TN Meal PerDiem	61250	\$122.00
					61250 Total	\$122.00
Galls LLC	27879896	001 008 521 20 31 01	LE-Fixed Minor Equipment	QM Uniform Samples Credit	61251	(\$117.24)
Galls LLC	28258580	001 008 521 20 31 05	LE-Equipment - New Officers	Boots - L Lindseth	61251	\$224.51
Galls LLC	28269834	001 008 521 20 31 06	LE - Uniform Clothing	Pant Return - C Lyons	61251	(\$102.74)
Galls LLC	28270575	001 008 521 20 31 05	LE-Equipment - New Officers	Garrison Belt Buckle - C Byram	61251	\$34.22
Galls LLC	28270576	001 008 521 20 31 05	LE-Equipment - New Officers	Garrison Belt Buckle - M Lindseth	61251	\$30.61
Galls LLC	28270577	001 008 521 20 31 05	LE-Equipment - New Officers	Garrison Belt Buckle - B Morgan	61251	\$30.61
Galls LLC	28282287	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Gear - J Kilroy	61251	\$169.97
Galls LLC	28282303	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - M Lewis	61251	\$123.20
Galls LLC	28292441	001 008 521 20 31 06	LE - Uniform Clothing	Pant Return - C Lyons	61251	(\$102.74)
Galls LLC	28321998	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Gear - K Bernhard	61251	\$55.68
Galls LLC	28347184	001 008 521 20 31 05	LE-Equipment - New Officers	Pants - C Byram	61251	\$102.74
Galls LLC	28347185	001 008 521 20 31 05	LE-Equipment - New Officers	Pants - M Lindseth	61251	\$102.74
Galls LLC	28347186	001 008 521 20 31 05	LE-Equipment - New Officers	Pants - B Morgan	61251	\$102.74
Galls LLC	28381466	001 008 521 20 31 06	LE - Uniform Clothing	Boots - C Valvick	61251	\$292.87
					61251 Total	\$947.17
Goldman	2024-1244	001 008 521 20 41 00	LE-Professional Services	Pre-Employment Polygraph Exam	61252	\$275.00
					61252 Total	\$275.00
Grainger	9164690191	001 010 576 80 31 00	PK-Operating Costs	Cleaner Adaptor Sprayer	61253	\$20.59
					61253 Total	\$20.59
Greenshields Industrial Supply Inc	143247	101 016 544 90 31 02	ST-Operating Cost	SDS Max/Hole Cutters	61254	\$208.25
Greenshields Industrial Supply Inc	143247	410 016 531 10 31 02	SW - Operating Costs	SDS Max/Hole Cutters	61254	\$208.24
					61254 Total	\$416.49
HD Fowler Company	I6738608	410 016 531 10 31 02	SW - Operating Costs	Utility Hydrants (2)	61255	\$1,729.24
					61255 Total	\$1,729.24

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Home Depot	3012205	101 016 544 90 31 02	ST-Operating Cost	Ratcheting Cutter/Brass Coupling/Pipe/Clamps	61256	\$253.18
Home Depot	5015023	001 013 518 20 31 00	GG-Operating Costs	LED Strip/Wood Shelf/Shelf Brackets	61256	\$190.03
Home Depot	8134209	410 016 531 10 31 02	SW - Operating Costs	Mini Fridge Door	61256	\$163.95
Home Depot	9011184	101 016 544 90 31 02	ST-Operating Cost	Trim Screws/Saw Blade/Fire & Sound Guard	61256	\$186.30
					61256 Total	\$793.46
Honey Bucket	554255214	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Catherine Creek Park	61257	\$167.75
Honey Bucket	554255215	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Oak Hill	61257	\$264.50
Honey Bucket	554257909	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Lundeen Park	61257	\$290.95
					61257 Total	\$723.20
Horizon Distributors Inc	2M151648	001 013 518 20 31 00	GG-Operating Costs	Backflow Prevention/Swing Joints/Turfgr/Reduce Valve MillSpur	61258	\$619.24
					61258 Total	\$619.24
ICONIX Waterworks US Inc	U2416026495	001 013 518 20 31 00	GG-Operating Costs	Brass Unions & Nipples/Black Box/Valves MillSpur	61259	\$690.83
					61259 Total	\$690.83
Kaiser Permanente	65890908	001 010 576 80 41 00	PK-Professional Services	Commercial Drivers Med Exam	61260	\$138.00
Kaiser Permanente	65890908	101 016 542 30 41 02	ST-Professional Service	Commercial Drivers Med Exam	61260	\$138.00
Kaiser Permanente	65890908	001 008 521 20 41 00	LE-Professional Services	Employee Health Screening	61260	\$674.00
					61260 Total	\$950.00
Lakeside Industries Inc	275998	101 016 542 70 31 00	ST-Roadside - Supply	Pallet of Pot Hole Mix	61261	\$1,146.56
					61261 Total	\$1,146.56
Language Line Services Inc	11338063	001 008 521 20 41 01	LE-Professional Serv-Fixed	Over the Phone Interpretation Services PD	61262	\$32.76
					61262 Total	\$32.76
Lemay Mobile Shredding Inc	4846695S185	001 013 518 20 41 00	GG-Professional Service	Shredding Services CH	61263	\$13.05
Lemay Mobile Shredding Inc	4847932S185	001 008 521 20 41 01	LE-Professional Serv-Fixed	Shredding Services PD	61263	\$26.10
					61263 Total	\$39.15
Mystaire	0018504-IN	001 008 521 20 31 02	LE-Minor Equipment	SecureDry Forensic Evidence Drying Cabinet	61264	\$7,531.00
					61264 Total	\$7,531.00
New Restoration and Recovery Services LLC	INV22996	410 016 531 10 41 10	SW - Prof Service - CCTV	2024 CCTV Project Progress Pynt #2	61265	\$76,125.32
New Restoration and Recovery Services LLC	INV22996	410 000 382 20 00 00	SW-Retainage	2024 CCTV Project Progress Pynt #2 Retainage	61265	(\$3,806.27)
					61265 Total	\$72,319.05
Olbrechts	07-2024 HEARING	001 007 558 50 41 04	Permit Related Professional Sr	Hearing Examiner Services Dawson Townhomes	61266	\$1,712.50
					61266 Total	\$1,712.50
Pace Engineers Inc	91920	304 016 594 31 60 01	R2 - FC114 - Machias Sewer Inf	Machias Lift Station	61267	\$7,719.00
Pace Engineers Inc	92096	304 016 594 31 60 00	131st Ave NE Sewer Extension	131st Ave NE Sewer Main Ext	61267	\$4,972.00
					61267 Total	\$12,691.00
ProCom LLC	109984	001 008 521 20 41 00	LE-Professional Services	Pre-Employment Drug Screening	61268	\$78.00
					61268 Total	\$78.00
Proforce Marketing Inc	552382	520 008 594 21 63 03	Firearm - Capital Equip	Firearms & Supplies	61269	\$4,278.71
					61269 Total	\$4,278.71
Puget Sound Properties Comm Real Estate Svcs	5545-01	005 000 518 20 40 00	RP - Broker Fess	Broker Fees for Edmark Chiropractic Lease Extension	61270	\$7,515.65
					61270 Total	\$7,515.65
Schedler	070324 SCHEDLER	001 008 521 20 31 06	LE - Uniform Clothing	Boots Reimbursement	61271	\$236.09
					61271 Total	\$236.09
Snohomish County 911	7306	001 008 528 00 41 00	LE-SNO911	Dispatch Services	61272	\$35,373.30
					61272 Total	\$35,373.30
Snohomish County Public Works	I000641763	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Maintenance 05-2024	61273	\$626.69
					61273 Total	\$626.69

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Sound Publishing Inc	EDH996906	120 016 595 61 60 02	TBP02: 91st - 4th to Market	RFB 91st Ave SE Phase 1 Sidewalk Improvements	61274	\$72.24
Sound Publishing Inc	EDH996906	120 016 595 61 60 03	TBP03: 91st - 8th to 4th	RFB 91st Ave SE Phase 1 Sidewalk Improvements	61274	\$72.24
Sound Publishing Inc	EDH997728	301 016 595 30 60 05	TZ1 - Main Street	Main Street Improvements	61274	\$106.88
Sound Publishing Inc	EDH997831	001 007 558 50 41 04	Permit Related Professional Sr	LUA2024-0075 NOA	61274	\$125.56
Sound Publishing Inc	EDH998105	120 016 595 61 60 02	TBP02: 91st - 4th to Market	RFB 91st Ave SE Phase 1 Sidewalk Improvements	61274	\$170.34
Sound Publishing Inc	EDH998105	120 016 595 61 60 03	TBP03: 91st - 8th to 4th	RFB 91st Ave SE Phase 1 Sidewalk Improvements	61274	\$170.34
					61274 Total	\$717.60
Stericycle Inc	8007613304	001 008 521 20 41 01	LE-Professional Serv-Fixed	Hazardous Waste Disposal PD	61275	\$10.36
					61275 Total	\$10.36
Transpo Group USA Inc	32915	101 016 542 30 41 03	ST - Prof Services - Comp Plan	Comprehensive Plan Update	61276	\$23,795.60
					61276 Total	\$23,795.60
Trevor Justin Government Relations LLC	20	001 013 511 70 40 00	Lobbying Services	Lobbying Services 06-2024	61277	\$5,000.00
					61277 Total	\$5,000.00
Trueheart Family Counseling	1943	001 005 517 90 41 00	HR-Wellness Program	Mental Health Counseling Services	61278	\$1,000.00
Trueheart Family Counseling	1943	001 008 521 20 41 02	LE-Prof Srv - Wellness Grant	Mental Health Counseling Services	61278	\$2,000.00
					61278 Total	\$3,000.00
Verizon Wireless	9967340699	001 008 521 20 42 00	LE-Communication	Wireless Phone Service	61279	\$3,056.26
Verizon Wireless	9967994893	001 001 511 60 42 00	Legislative - Communication	Wireless Phone Service	61279	\$295.68
Verizon Wireless	9967994893	001 001 513 10 42 00	Executive - Communication	Wireless Phone Service	61279	\$42.24
Verizon Wireless	9967994893	001 002 513 11 42 00	AD-Communications	Wireless Phone Service	61279	\$47.24
Verizon Wireless	9967994893	001 003 514 20 42 00	CC-Communications	Wireless Phone Service	61279	\$89.48
Verizon Wireless	9967994893	001 004 514 23 31 00	FI-Office Supplies	Wireless Phone Service	61279	\$54.64
Verizon Wireless	9967994893	001 004 514 23 42 00	FI-Communications	Wireless Phone Service	61279	\$47.24
Verizon Wireless	9967994893	001 005 518 10 42 00	HR-Communications	Wireless Phone Service	61279	\$226.20
Verizon Wireless	9967994893	001 006 518 80 42 00	IT-Communications	Wireless Phone Service	61279	\$308.45
Verizon Wireless	9967994893	001 007 558 50 42 00	PL-Communication	Wireless Phone Service	61279	\$425.17
Verizon Wireless	9967994893	001 007 559 30 42 00	PB-Communication	Wireless Phone Service	61279	\$209.51
Verizon Wireless	9967994893	001 010 576 80 42 00	PK-Communication	Wireless Phone Service	61279	\$658.27
Verizon Wireless	9967994893	101 016 543 30 42 00	ST-Communications	Wireless Phone Service	61279	\$936.32
Verizon Wireless	9967994893	410 016 531 10 42 00	SW - Communications	Wireless Phone Service	61279	\$936.33
					61279 Total	\$7,333.03
Washington State Dept of Enterprise Svcs	731135422	001 008 521 20 31 00	LE-Office Supplies	Business Cards for PD	61280	\$97.63
					61280 Total	\$97.63
Washington State Patrol	I2407608	633 000 589 30 00 10	Gun Permit - WSP Remittance	Weapons Permit Background Checks	61281	\$159.00
					61281 Total	\$159.00
Western Systems Inc	61617	101 016 595 64 63 00	ST-Traffic Control-Capital	Speedcheck Replacement Mount Sets (2)	61282	\$689.23
					61282 Total	\$689.23
WEX Bank	97911186	001 008 521 20 32 00	LE-Fuel	PD Fuel	61283	\$9,861.45
					61283 Total	\$9,861.45

**CITY OF LAKE STEVENS
CITY COUNCIL SPECIAL MEETING MINUTES**

June 18, 2024, at 6:00 p.m.

Hybrid Meeting - By Remote Participation via Zoom & in Person at The Mill Building

CALL TO ORDER: 6:00 p.m. by Council President Gary Petershagen

ELECTED OFFICIALS PRESENT: Councilmembers Gary Petershagen, Kim Daughtry, Ryan Donoghue, Marcus Tageant, Kymm Shipman and Anji Jorstad.

ELECTED OFFICIALS ABSENT: Councilmember Steve Ewing

Call to Order

Council President Petershagen called the meeting to order at 6:00 p.m.

Pledge of Allegiance

Council President Petershagen led the Pledge of Allegiance.

Roll Call

All Councilmembers were present except Councilmember Ewing.

MOTION. Councilmember Tageant made a motion, seconded by Councilmember Donoghue, to excuse Councilmember Ewing. The motion passed 6-0-0-1.

Note: Mayor Gailey was at a conference with Councilmember Ewing.

Approval of Agenda

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Donoghue, to approve the agenda as amended. The motion passed 6-0-0-1.

Guest Business

New Police Records Specialist Melissa Lindseth

Citizen Comments

JoAnne Vanleuven, Lake Stevens. JoAnne thanked the Council for the wonderful vision and direction of the City.

Bruce Morton, Lake Stevens. Bruce spoke against the Flock Safety program.

Council Business

City Department Report

Director Halverson gave an update on the upcoming Pavement Preservation project through the City.

Consent Agenda

MOTION. Councilmember Tageant made a motion, seconded by Councilmember Daughtry, to approve the consent agenda. The motion passed 6-0-0-1.

The consent agenda items were as follows:

- 2024 Vouchers
- Construction Contract Award to Northend Excavating, Inc. for Bayview Trail
- Reece Construction Contract for the construction of the 2024 Pavement Preservation
- Ordinance 1184 for Community Services Officer - Code Enforcement

Action Items

Resolution 2024-05 - Adopt a Formal Name for the Park Formerly Known as 20th Street Ballfields

Parks Coordinator Meis asked the Council to adopt a formal name for the 20th Street Ballfields to West Lake Park.

MOTION. Councilmember Donoghue made a motion, seconded by Councilmember Shipman, to name 20th Street Ballfields "West Lake Park". The motion passed 6-0-0-1.

Adopt Formal Trail Name for Trail From Marysville to Lake Stevens

Council discussed this agenda item, and a formal Resolution will come back to the next meeting.

Public Works Board Preconstruction Loan

Director Halverson asked the Council to authorize the Mayor to sign an Applicant Certificate and for the City to apply for a Pre-Construction loan with the Washington State Public Works Board (PWB) for engineering design, permitting, and public outreach for replacement of the failing 36th Street NE bridge over Catherine Creek for the amount of \$911,011 plus interest.

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Tageant, to authorize the Mayor to sign an Applicant Certificate and for the City to apply for a Pre-Construction loan with the Washington State Public Works Board. The motion passed 6-0-0-1.

Contract with Flock Safety

Commander Thomas, Officer Kolomyza from the City of Arlington and Hector Soliman-Valdez from Flock Safety engaged in a discussion with the Council.

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Donoghue, to approve the Flock Safety contract for 1 year and staff will come back with

quarterly and/or sixth month reports to Council. The motion passed 5-1-0-1 with Councilmember Jorstad opposed.

Discussion Items**Five-Year Plan for Parks**

Director Garceau asked the Council for feedback and direction on the future growth of the Parks and Recreation Department.

Review of June 25 Council Agenda**Executive Session**

The meeting recessed to executive session at 7:37 p.m. to discuss Litigation or Potential Litigation. No action is expected. The session will conclude at approximately 7:47 p.m.

Reconvene to Regular Session

The meeting reconvened to regular session at 7:47 p.m.

Adjournment

MOTION. Councilmember Tageant made a motion, seconded by Councilmember Shipman, to adjourn the meeting. The motion passed 6-0-0-1.

The meeting adjourned at 7:47 p.m.

Brett Gailey, Mayor

Caitlin Weaver, Deputy City Clerk

**CITY OF LAKE STEVENS
CITY COUNCIL REGULAR MEETING MINUTES**

June 25, 2024, at 6:00 p.m.

Hybrid Meeting - By Remote Participation via Zoom & in Person at The Mill Building

CALL TO ORDER:	6:00 p.m. Mayor Brett Gailey
ELECTED OFFICIALS PRESENT:	Councilmembers Gary Petershagen, Kim Daughtry, Ryan Donoghue, Steve Ewing, and Anji Jorstad.
ELECTED OFFICIALS ABSENT:	Councilmembers Marcus Tageant and Kymm Shipman.

Call to Order

Mayor Brett Gailey called the meeting to order at 6:00 p.m.

Pledge of Allegiance

Mayor Brett Gailey led the Pledge of Allegiance.

Roll Call

All Councilmembers were present except Councilmember Tageant and Councilmember Shipman.

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Ewing, to excuse Councilmember Tageant and Councilmember Shipman. The motion passed 5-0-0-2.

Approval of Agenda

MOTION. Councilmember Ewing made a motion, seconded by Councilmember Jorstad, to approve the agenda as amended. The motion passed 5-0-0-2.

Guest Business

Oath of Office for Lateral Police Officer Miles Lewis – Chief Beazizo

Citizen Comments

Sue Fernald, Lake Stevens. Sue spoke about confusion around a sign related to a park.
Pete Fairbanks, Lake Stevens. Pete spoke about concerns around items on the consent agenda within the vouchers and Eagle Ridge Park improvements.
Chris Jacobson, Lake Stevens. Chris spoke about the North Cove Row Dock on behalf of the Lake Stevens Rowing Club.

Council Business

CM Ewing- CM Ewing attend the Planning Commission meeting and the AWC Annual Conference in Spokane.

CM Jorstad- CM Jorstad spoke about the success of the recent Pride event that occurred two weeks ago.

City Department Report

2024 Capitol Projects Updates: Director Halverson provided an update on upcoming capital projects and improvements.

Parks Department North Cove Dock Update: Director Garceau provided an update on the state of the North Cove row dock.

Consent Agenda

MOTION. Councilmember Petershagen made a motion, seconded by Councilmember Jorstad, to approve the consent agenda. The motion passed 5-0-0-2.

The consent agenda items were as follows:

- 2024 Vouchers
- City Council Meeting Minutes of May 28, 2024
- City Council Meeting Minutes of June 4, 2024
- Professional Services Agreement Addendum No. 1 to CRA for the Eagle Ridge Park Improvements Phase II Project
- Resolution 2024-07 Adopt Formal Trail Name for Trail From Marysville to Lake Stevens
- Ordinance 1186 Permitting the Use and Throwing of Projectiles
- Reappoint LeeAnn Balbirona to the Library Board with a term expiring December 31, 2026

Action Items**Repair/Refurbish Visitor Information Center Digital Sign**

Parks Director Garceau and IT Director Stevens made a presentation on repairing and refurbishing the visitor information center digital sign. Discussion occurred.

MOTION. Councilmember Ewing made a motion, seconded by Councilmember Jorstad, to authorize the Mayor to sign an agreement to repair/refurbish the visitor information center digital sign with a budget amendment to come at a later date. The motion passed 5-0-0-2.

Resolution 2024-06 Property Surplus

Planning Director Wright made a presentation on Resolution 2024-06 related to the surplus of city owned property. Discussion occurred.

MOTION. Councilmember Ewing made a motion, seconded by Councilmember Petershagen, to pass Resolution 2024-06. The motion passed 5-0-0-2.

Real Estate Purchase and Sale Agreement with Snohomish County Public Utility District No. 1

Public Works Director Halverson presented on the real estate purchase and sale agreement with Snohomish County Public Utility District No. 1. Discussion occurred.

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Donoghue, to approve the real estate purchase and sale agreement with Snohomish County Public Utility District No. 1. The motion passed 5-0-0-2.

Councilmember Tageant joined the meeting remotely at 6:55pm.

Ordinance 1185 & Resolution 2024-04 Solicitor License Code Amendment LUA2023-0046

Planner Needham gave a presentation on Ordinance 1185 regarding Solicitor License Code Amendment and Resolution 2024-04 which updates the city's fee's resolution. Discussion occurred.

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Jorstad, to approve Ordinance 1185 and Resolution 2024-04. The motion passed 6-0-0-1.

Adjournment

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Petershagen, to adjourn the meeting. The motion passed 6-0-0-1.

The meeting adjourned at 7:30 p.m.

Brett Gailey, Mayor

Caitlin Weaver, Deputy City Clerk

**CITY OF LAKE STEVENS
CITY COUNCIL WORKSHOP MEETING MINUTES**

Tuesday, July 2, 2024, at 6:00 p.m.

By Remote Participation via Zoom and In Person at The Mill, 1808 Main Street, Lake Stevens.

CALL TO ORDER:	6:00 p.m. by Mayor Brett Gailey
ELECTED OFFICIALS PRESENT:	Mayor Brett Gailey, Councilmembers Kim Daughtry, Gary Petershagen, Steve Ewing, Kymm Shipman and Ryan Donoghue
ELECTED OFFICIALS ABSENT:	Councilmembers Anji Jorstad and Marcus Tageant

Call to Order

Mayor Gailey called the meeting to order at 6:00 p.m.

Discussion Items

Community Development Quarter 2 Report

Director Wright and Planning Manager Schmidt presented to Council.

Facilities Division Update

Public Works Operation Manager Clifton provided an update to the Council.

Weir Replacement and Lower Stevens Creek Project Update

Stormwater Manager Farrant provided an update to the Council.

2024 Budget Amendment No. 2

This Ordinance will come back for action at the next meeting.

Adjournment

The meeting adjourned at 7:33 pm.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

**CITY OF LAKE STEVENS
CITY COUNCIL REGULAR MEETING MINUTES**

July 9, 2024, at 6:00 p.m.

Hybrid Meeting - By Remote Participation via Zoom & in Person at The Mill Building

CALL TO ORDER: 6:00 p.m. Mayor Brett Gailey

ELECTED OFFICIALS PRESENT: Councilmembers Gary Petershagen, Kim Daughtry, Ryan Donoghue, Steve Ewing, Marcus Tageant and Kymm Shipman.

ELECTED OFFICIALS ABSENT: Councilmember Anji Jorstad

Call to Order

Mayor Brett Gailey called the meeting to order at 6:00 p.m.

Pledge of Allegiance

Mayor Brett Gailey led the Pledge of Allegiance.

Roll Call

All Councilmembers were present except Councilmember Jorstad.

MOTION. Councilmember Petershagen made a motion, seconded by Councilmember Daughtry, to excuse Councilmember Jorstad. The motion passed 6-0-0-1.

Approval of Agenda

MOTION. Councilmember Tageant made a motion, seconded by Councilmember Daughtry, to approve the agenda as amended. The motion passed 6-0-0-1.

Guest Business

Introduction-Holiee Seaward-Human Resources Intern

Introductions-Olivia Dittrick, Public Works Maintenance Worker for Streets and Dwayne Mathis, Public Works Maintenance Worker for Stormwater.

Citizen Comments

Nathan Packard, Lake Stevens. Nathan spoke about the weir project and the city budget.

Council Business

CM Ewing- CM Ewing attended the Chamber's 4th of July celebration, he shared positive feedback about the city from a local business owner and a housing success for an unhoused citizen.

CM Tageant- CM Tageant stated that Park Board had been cancelled and he attended the Chamber's 4th of July celebration.

CM Donoghue- CM Donoghue stated the upcoming July Planning Commission meeting was cancelled.

CM Petershagen- CM Petershagen spoke about a water safety class that occurred in Monroe, WA and inquired about similar classes that may be held in Lake Stevens.

CM Shipman- CM Shipman attended the Chamber's 4th of July event and spoke about the success of the Farmer's Market.

CM Daughtry- CM Daughtry attended and assisted with the Chamber's 4th of July celebration. He also stated he has received several emails about fireworks.

Consent Agenda

MOTION. Councilmember Tageant made a motion, seconded by Councilmember Daughtry, to approve the consent agenda. The motion passed 6-0-0-1.

The consent agenda items were as follows:

- 2024 Vouchers
- Kroger Opioid Settlement Participation
- Cancel Council Meetings for Summer Recess
- Budget Amendment 2

Action Items**Real Estate Services**

Finance Director Stevens presented on a proposed agreement with NIA Puget Sound Properties for the purpose of selling surplus properties owned by the city.

Councilmember Petershagen asked that the marketing timeline language be reviewed and updated. CM Daughtry asked that updates on progress be brought back to council frequently. Further discussion occurred.

MOTION. Councilmember Ewing made a motion, seconded by Councilmember Petershagen, to authorize the Mayor to enter into an agreement with NAI Puget Sound Properties for the purpose of selling surplus properties owned by the City of Lake Stevens. The motion passed 6-0-0-1.

Executive Session-Confidential Session of the Council

At 6:55 p.m., the Council recessed into Executive Session under RCW 42.30.110 for approximately 15 minutes to discuss Potential Litigation with no action to follow. A return time of 7:10 p.m. was announced.

At 7:10 p.m. Council informed staff that the session concluded, staff announced the return.

Adjournment

MOTION. Councilmember Ewing made a motion, seconded by Councilmember Donoghue, to adjourn the meeting. The motion passed 6-0-0-1.

The meeting adjourned at 7:10pm.

Brett Gailey, Mayor

Caitlin Weaver, Deputy City Clerk

CITY COUNCIL STAFF REPORT



Agenda Date: 7/16/2024

Subject: Diversified Holdings NW Contract for the construction of 91st Ave Phase 1 Sidewalk Improvements - Transportation Benefit Program Project

Contact Person/Department: Erik Mangold, Kim Klinkers, Public Works

Budget Impact: \$1,297,807

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign the construction contract with Diversified Holdings NW for the construction of 91st Ave Phase 1 Sidewalk Improvements.

SUMMARY/BACKGROUND:

The Public Works Department solicited bids on June 20, 2024. A bid opening was held the morning of July 9, 2024. There were a total of 2 bids received, with the low bid from Diversified Holdings NW of \$1,297,807. Public Works has verified the bidder's responsibility and now seeks a motion from the Council to authorize the Mayor to sign the construction contract for this project. This contract has 65 working days and is currently scheduled to be completed near the end of October 2024, with a special provision for the project area south of 4th St SE, near Lake Stevens Middle School, to be substantially complete by Friday, August 30, 2024.

The low bid of \$1,297,807 for the construction contract is within the approved budget. Any remaining funds will be used for potential change orders for this project or other projects as approved in the Capital Improvement Plan and the City's Procurement Policy. This project is funded through the Transportation Benefit Program (TBP) and a state Transportation Improvement Board (TIB) grant of nearly \$450,000. Grants will extend local TBP funds, and the city continues to actively seek grant opportunities to deliver these projects.

APPLICABLE CITY POLICIES:

Procurement Policy, Capital Improvement Plan, Transportation Benefit Program

ATTACHMENTS:

1. 23010_Project Overview
2. 23010_REBID Tabulation_240709
3. 23010_PW Contract

91ST AVE SE SIDEWALK PHASE 1

PROJECT DESCRIPTION

Complete a continuous pedestrian and bicycle route on the east side of 91st Avenue SE, between the intersections of 8th St SE and Market Place

8th St SE to Meridian Place: 8-10 foot wide multi-use path

Meridian to Market Place: 6 foot sidewalk with sharrow (combined bike and vehicle travel lane)

Existing sidewalk and utilities are incorporated where possible. The project will also construct driveway ramps and provide crosswalk striping as needed where driveways or cross streets meet the new sidewalk.

PROJECT DETAILS

TIMELINE:

Design:
Through May 2024

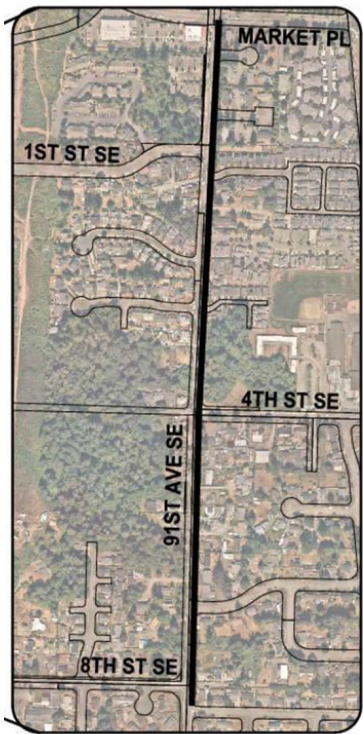
Construction:
July - Oct. 2024

ENGINEER’S ESTIMATE:

\$1,679,990

CONSTRUCTION CONTRACT:

\$1,297,807



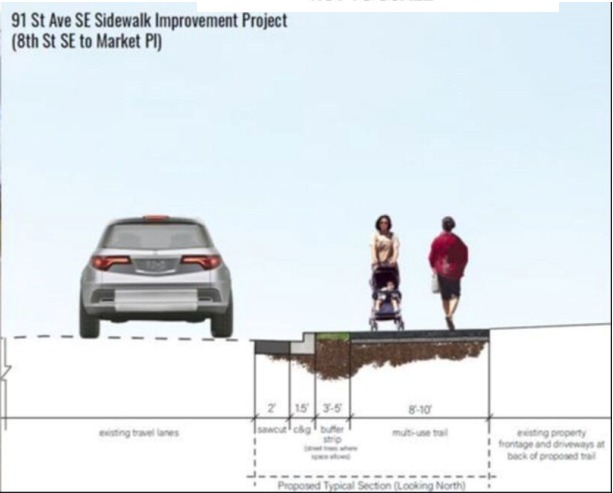
PROJECT LOCATION
NOT TO SCALE



Existing conditions: paved shoulder and some sections of sidewalk. Image



91 St Ave SE Sidewalk Improvement Project
(8th St SE to Market Pl)



CITY OF LAKE STEVENS 91ST Ave SE Sidewalk Improvements PH1										
7/9/2024 BID TAB TEMPLATE [Project No. 9LAK020200]			Total				APPARENT LOW BIDDER			
			ENGINEER'S ESTIMATE				Diversified Holdings NW		SRV Construction , INC	
No.	Section No.	Item	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
SCHEDULE A - ROADWAY IMPROVEMENTS										
1	1-04	Minor Change	1	EST	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
2	1-05	Roadway Surveying	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 22,675.00	\$ 22,675.00	\$ 21,250.00	\$ 21,250.00
3	1-05	ADA Features Surveying	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 3,580.00	\$ 3,580.00	\$ 5,000.00	\$ 5,000.00
4	1-05	Record Drawings (Minimum Bid \$1,500)	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 2,541.00	\$ 2,541.00	\$ 1,500.00	\$ 1,500.00
5	1-07	SPCC Plan	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 300.00	\$ 300.00
6	1-09	Mobilization	1	LS	\$ 130,000.00	\$ 130,000.00	\$ 85,000.00	\$ 85,000.00	\$ 160,000.00	\$ 160,000.00
7	1-10	Project Temporary Traffic Control	1	LS	\$ 165,000.00	\$ 165,000.00	\$ 178,750.00	\$ 178,750.00	\$ 125,000.00	\$ 125,000.00
8	1-10	Portable Changeable Message Sign	3120	HR	\$ 7.00	\$ 21,840.00	\$ 6.00	\$ 18,720.00	\$ 4.50	\$ 14,040.00
9	1-10	Contractor Provided Uniformed Police Officer	80	HR	\$ 130.00	\$ 10,400.00	\$ 192.00	\$ 15,360.00	\$ 145.00	\$ 11,600.00
10	1-10	Work Zone Safety Contingency	1	EST	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
11	2-01	Clearing and Grubbing	1	LS	\$ 72,500.00	\$ 72,500.00	\$ 118,800.00	\$ 118,800.00	\$ 33,000.00	\$ 33,000.00
12	2-02	Removal of Structure and Obstruction	1	LS	\$ 28,800.00	\$ 28,800.00	\$ 4,400.00	\$ 4,400.00	\$ 33,500.00	\$ 33,500.00
13	2-02	Cement Conc. Pavement Removal Incl. Haul	800	SY	\$ 55.00	\$ 44,000.00	\$ 28.00	\$ 22,400.00	\$ 9.00	\$ 7,200.00
14	2-02	Asphalt Pavement Removal Incl. Haul	3800	SY	\$ 35.00	\$ 133,000.00	\$ 28.00	\$ 106,400.00	\$ 10.00	\$ 38,000.00
15	2-03	Roadway Excavation Incl. Haul	600	CY	\$ 60.00	\$ 36,000.00	\$ 28.00	\$ 16,800.00	\$ 45.00	\$ 27,000.00
16	2-03	Unsuitable Foundation Excavation Incl. Haul	20	CY	\$ 75.00	\$ 1,500.00	\$ 28.00	\$ 560.00	\$ 56.00	\$ 1,120.00
17	2-03	Gravel Borrow Incl. Haul	220	CY	\$ 45.00	\$ 9,900.00	\$ 43.00	\$ 9,460.00	\$ 77.50	\$ 17,050.00
18	2-09	Shoring or Extra Excavation Class B	290	SF	\$ 6.00	\$ 1,740.00	\$ 1.00	\$ 290.00	\$ 4.25	\$ 1,232.50
19	4-04	Crushed Surfacing Top Course	620	TON	\$ 55.00	\$ 34,100.00	\$ 50.00	\$ 31,000.00	\$ 30.00	\$ 18,600.00
20	4-04	Crushed Surfacing Base Course	440	TON	\$ 55.00	\$ 24,200.00	\$ 50.00	\$ 22,000.00	\$ 30.00	\$ 13,200.00
21	5-04	HMA Cl. 3/8" PG 58H-22	540	TON	\$ 175.00	\$ 94,500.00	\$ 175.00	\$ 94,500.00	\$ 263.00	\$ 142,020.00
22	5-04	HMA Cl. 1/2" PG 58H-22	210	TON	\$ 150.00	\$ 31,500.00	\$ 188.00	\$ 39,480.00	\$ 290.00	\$ 60,900.00
23	5-04	HMA Thickened Edge	160	LF	\$ 35.00	\$ 5,600.00	\$ 28.00	\$ 4,480.00	\$ 12.00	\$ 1,920.00
24	7-04	Storm Sewer Pipe 12 In. Diam.	170	LF	\$ 150.00	\$ 25,500.00	\$ 55.00	\$ 9,350.00	\$ 127.00	\$ 21,590.00
25	7-04	Ductile Iron Storm Sewer Pipe 12 In. Diam.	60	LF	\$ 180.00	\$ 10,800.00	\$ 100.00	\$ 6,000.00	\$ 205.00	\$ 12,300.00
26	7-05	Catch Basin Type 1	22	EA	\$ 3,750.00	\$ 82,500.00	\$ 1,115.00	\$ 24,530.00	\$ 2,225.00	\$ 48,950.00
27	7-05	Adjust Manhole	1	EA	\$ 1,750.00	\$ 1,750.00	\$ 1,027.00	\$ 1,027.00	\$ 1,050.00	\$ 1,050.00
28	7-05	Adjust Drainage Structure	30	EA	\$ 1,750.00	\$ 52,500.00	\$ 1,027.00	\$ 30,810.00	\$ 975.00	\$ 29,250.00
29	7-05	Connection to Drainage Structure	17	EA	\$ 1,500.00	\$ 25,500.00	\$ 152.00	\$ 2,584.00	\$ 890.00	\$ 15,130.00
30	7-05	Replace Rectangular Frame and Solid Metal Cover	24	EA	\$ 1,500.00	\$ 36,000.00	\$ 582.00	\$ 13,968.00	\$ 1,000.00	\$ 24,000.00
31	8-01	Erosion Control and Water Pollution Prevention	1	LS	\$ 28,750.00	\$ 28,750.00	\$ 3,750.00	\$ 3,750.00	\$ 20,000.00	\$ 20,000.00
32	8-02	Topsoil Type A	350	CY	\$ 70.00	\$ 24,500.00	\$ 67.00	\$ 23,450.00	\$ 70.00	\$ 24,500.00
33	8-02	Bark or Wood Chip Mulch	20	CY	\$ 85.00	\$ 1,700.00	\$ 67.00	\$ 1,340.00	\$ 85.00	\$ 1,700.00
34	8-02	Seeded Lawn Installation	1050	SY	\$ 7.00	\$ 7,350.00	\$ 3.50	\$ 3,675.00	\$ 2.15	\$ 2,257.50
35	8-02	PSIPE Acer campestre 'Panacek'/ Metro Gold Maple; 2.5" Cal., 12'-14' H	9	EA	\$ 750.00	\$ 6,750.00	\$ 295.00	\$ 2,655.00	\$ 915.00	\$ 8,235.00
36	8-02	PSIPE Parrotia persica 'Vanessa'/ Persian Ironwood; 2.5" Cal., 12'-14' H	10	EA	\$ 750.00	\$ 7,500.00	\$ 295.00	\$ 2,950.00	\$ 915.00	\$ 9,150.00
37	8-02	Root Barrier	260	LF	\$ 20.00	\$ 5,200.00	\$ 25.00	\$ 6,500.00	\$ 17.00	\$ 4,420.00
38	8-02	Property Restoration	1	EST	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
39	8-04	Cement Conc. Traffic Curb and Gutter	3150	LF	\$ 45.00	\$ 141,750.00	\$ 27.00	\$ 85,050.00	\$ 35.00	\$ 110,250.00
40	8-06	Cement Conc. Driveway Entrance	860	SY	\$ 135.00	\$ 116,100.00	\$ 106.00	\$ 91,160.00	\$ 102.50	\$ 88,150.00
41	8-12	Relocate and Reset Fence	70	LF	\$ 50.00	\$ 3,500.00	\$ 44.00	\$ 3,080.00	\$ 50.00	\$ 3,500.00
42	8-13	Adjust Monument Case and Cover	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 825.00	\$ 825.00	\$ 775.00	\$ 775.00
43	8-14	Cement Conc. Sidewalk	300	SY	\$ 130.00	\$ 39,000.00	\$ 76.00	\$ 22,800.00	\$ 90.00	\$ 27,000.00
44	8-14	Cement Conc. Curb Ramp	11	EA	\$ 4,500.00	\$ 49,500.00	\$ 3,393.00	\$ 37,323.00	\$ 3,425.00	\$ 37,675.00
45	8-18	Collection Box Unit Foundation Pad & Installation	11	EA	\$ 1,500.00	\$ 16,500.00	\$ 2,080.00	\$ 22,880.00	\$ 2,150.00	\$ 23,650.00
46	8-19	Adjust Gas Valve	2	EA	\$ 1,200.00	\$ 2,400.00	\$ 727.00	\$ 1,454.00	\$ 775.00	\$ 1,550.00
47	8-21	Permanent Signing	1	LS	\$ 18,750.00	\$ 18,750.00	\$ 27,500.00	\$ 27,500.00	\$ 16,350.00	\$ 16,350.00
48	8-22	Plastic Stop Line	70	LF	\$ 25.00	\$ 1,750.00	\$ 20.00	\$ 1,400.00	\$ 26.00	\$ 1,820.00
49	8-22	Plastic Crosswalk Line	740	SF	\$ 18.00	\$ 13,320.00	\$ 10.00	\$ 7,400.00	\$ 19.00	\$ 14,060.00
50	8-22	Plastic Shared Lane Marking	3	EA	\$ 1,000.00	\$ 3,000.00	\$ 500.00	\$ 1,500.00	\$ 550.00	\$ 1,650.00
51	8-22	Painted Curb	130	LF	\$ 8.00	\$ 1,040.00	\$ 5.00	\$ 650.00	\$ 8.00	\$ 1,040.00
52	8-26	Pothole Utility	8	EA	\$ 750.00	\$ 6,000.00	\$ 250.00	\$ 2,000.00	\$ 401.00	\$ 3,208.00
53	8-26	Resolution of Utility Conflicts	1	EST	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
GRAND TOTAL						\$ 1,679,990.00	\$ 1,297,807.00		\$ 1,348,643.00	

PUBLIC WORKS CONTRACT AGREEMENT

CONTRACT NO. _____

THIS AGREEMENT made this ____ day of _____, 2024 ("Agreement"), is by and between the City of Lake Stevens, a municipal corporation in the state of Washington, ("City"), and _____ with a principal office at _____ ("Contractor").

1. Contractor's Responsibilities.

- 1.1. **Performance of Work.** The Contractor shall do all work and furnish all tools, materials, personnel and equipment for the City project known as 91st Ave SE Phase 1 Sidewalk Improvements, Project No. 23010, in Lake Stevens, Washington ("Project") in accordance with and as described in this Agreement; the 2024 edition of the Standard Specifications for Road, Bridge and Municipal Construction as issued by the Washington State Department of Transportation ("WSDOT Standard Specifications") and the American Public Works Association (APWA) Washington State Chapter; applicable standards and details contained in the current edition of the Lake Stevens Engineering Design and Development Standards (referenced but not included herein), the Special Provisions which modify and supplement the WSDOT Standard Specifications and are provided in Exhibit A and incorporated herein; Bid Form attached as Exhibit B and incorporated herein; addenda and change orders, if any, which are by this reference incorporated in this Agreement (all the foregoing, collectively, "Contract Documents").
- 1.2. **Definition of Work.** The term "Work," as used in this Agreement, means the equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Project and services necessary or incidental to fulfill the Contractor's obligations in conformance with this Agreement and the other Contract Documents.
- 1.3. **Workmanship.** Contractor shall perform the Work in accordance with the Contract Documents in an expeditious and workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new unless otherwise specified in the Contract Documents.
- 1.4. **Construction Personnel.** The Contractor shall provide competent supervision for performance of the Work. Before commencing the Work, Contractor shall notify the City in writing of the name and qualifications of its proposed project manager so the City may review the individual's qualifications. The City may refuse to approve the proposed project manager for reasonable cause. Any disapproved project manager shall not perform in that capacity thereafter at the worksite.
- 1.5. **Materials Furnished by Owner or Others.** In the event the Work includes installation of materials or equipment furnished by the City or other contractors or subcontractors not employed by the Contractor, it shall be the responsibility of the Contractor to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of the Contractor shall be the responsibility of the

91st Ave SE Phase 1 Sidewalk Improvements
Bid Submittal

LD-13

Contractor and may be deducted from any amounts due or to become due to the Contractor. Any defects discovered in such materials or equipment shall be reported at once to the City. Following receipt of written notice from the Contractor of defects, the City shall promptly inform the Contractor what action, if any, the Contractor shall take with regard to the defects.

2. **Independent Contractor.** Contractor is an independent contractor under this Agreement, and the parties intend that an independent contractor-client relationship is the only relationship created by this Agreement. No employee, agent, representative or subcontractor of Contractor shall be or shall be deemed to be the employee, agent representative or subcontractor of City. Contractor has no authority, and will not represent itself to have authority, to legally bind City or otherwise act for, or on City's behalf. None of the compensation or other benefits provided by City to its employees shall be available to Contractor's employees, agents, representatives or subcontractors. Contractor shall be solely responsible for all compensation, taxes, withholding, and other benefits due to its employees, agents, representatives and subcontractors. Contractor shall be solely responsible for its acts and omissions and for the acts and omissions of Contractor's agents, employees, representatives and subcontractors during performance of this Agreement. On or before the Effective Date, Contractor shall file, maintain and/or open all necessary records with the Internal Revenue Service and the State of Washington, and as may be required by RCW 51.08.195, to establish Contractor's status as an independent contractor.
3. **Performance.** Even though Contractor is an independent contractor with the authority to control and direct the performance and details of the Work, the Work must meet the approval of City and shall be subject to City's general right of inspection and supervision to secure the satisfactory completion of this Agreement.
4. **Contract Price.** The Contract Price is _____ Dollars and _____ Cents (\$_____), including all applicable Washington State sales taxes, or as further described on the attachments. The Project Cost shall not exceed this amount without prior written authorization from the City.
5. **Payment.** The City shall pay the Contractor monthly payments on a date to be agreed upon by both parties. If there will be more than a single payment, the City shall retain monies earned during the progress of the Work in accordance with RCW 60.28.
6. **Final Payment.** No later than thirty (30) days after completion and final acceptance of the Project by the City as complying with the terms of this Agreement, the City shall pay to the Contractor all sums due as provided by this Agreement except retainage (Exhibit E) required to be withheld by law or agreed to in special contract provisions. Should the Contractor fail to perform or otherwise be in default under the terms of this Agreement, the City shall have the right to withhold from any payment due or to become due, or otherwise be reimbursed for, an amount sufficient to protect the City from any loss that may result. Payment of the amount withheld shall be made when the grounds for withholding have been removed. Prior to final payment to the Contractor, the Contractor shall furnish evidence satisfactory to the City that there are no claims, obligations, or liens outstanding in connection with the Work. Acceptance of final payment shall constitute a waiver of all claims by the Contractor for compensation for its Work.
7. **Prevailing Wages.** The Contractor shall pay prevailing wages for Snohomish County effective as of the contract award date as required by State law, and shall comply with

RCW 39.12 and RCW 49.28. Current prevailing wage rates are available on the State Department of L & I's website at <http://www.lni.wa.gov>, and a hard copy is available for viewing at City Hall.

Prior to any project payment being processed by the City, a Statement of Intent to Pay Prevailing Wages is required for the Contractor and any Subcontractors. At the conclusion of the Project, the Contractor and its Subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification by the City. Final release of retainage for the Agreement shall be withheld until certification has been received by the City from the State that the prevailing wage requirements of the law have been satisfied.

8. **Bond.** Contractor shall provide a performance and payment bond to the City in accordance with RCW 39.08.010 as attached as Exhibit C. If this Agreement is for less than \$35,000, Contractor authorizes the City, in lieu of the bond, to retain 50% of the Contract Price in accordance with RCW 39.08.010.
9. **Completion Time.** The Contractor shall physically complete the Work within **65 Working Days** after Notice to Proceed. Time is of the essence, and the Contractor agrees that the Work will be completed within this timeframe, and expressly agrees to the provisions of this Agreement and Section 1-08.9 of the WSDOT Standard Specifications as amended by the Special Provisions in the Contract Documents as to liquidated damages in the event of failure to complete the Work on time.
10. **Indemnification and Compliance with Law.**
 - 10.1 The indemnification and defense obligations specified in this Section 10 ("Indemnity Obligations") have been mutually negotiated and shall survive the expiration, abandonment, or termination of this Agreement. The Indemnity Obligations shall include claims that are not reduced to a suit and to any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation. Inspection, acceptance or payment by City of or for any Work performed by Contractor shall not be grounds for avoidance of any Indemnity Obligations.
 - 10.2 The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
 - 10.3 In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. The provisions of this Section 10 shall survive the expiration or termination of this Agreement.
 - 10.4 Contractor's Indemnity Obligations include the obligation to (a) satisfy any judgment or other final decision of a court or other tribunal, (b) pay any reasonable settlement negotiated by City with respect to the Claims, and (c) pay all Claims against City by an employee or former employee of Contractor or its subcontractors.

- 10.5 Contractor further agrees to waive, and that this indemnification constitutes the Contractor's waiver of, immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES IN COMPLIANCE WITH RCW 4.24.115.
- 10.6 Contractor further agrees to defend all Claims against City which, if proven, could result in liability to City for loss or damage caused by all such errors, acts, or omissions of Contractor. Contractor's obligation to defend shall include prompt payment of all reasonable attorney fees, costs and expenses incurred in the defense of such claims, including those incurred by City.
- 10.7 Contractor shall comply, and shall ensure its subcontractors comply, with the terms of this Agreement and with all applicable City, state or federal laws, rules or regulations.
11. **Nondiscrimination.** During the performance of the Work of this Agreement, the Contractor, including all subcontractors, shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, and/or the presence of any sensory, mental, or physical handicap. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the specifications and provisions of Work under this Agreement. This provision shall include strict compliance with all requirements of applicable federal, state, and/or local laws or regulations issued pursuant thereto and/or identified in the provisions of this Agreement, relating to the establishment of nondiscriminatory requirements in hiring and employment practices and assuring the service to the public and/or City staff without discrimination with respect to the above-listed statuses. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth provisions of this nondiscrimination clause.
- The Contractor understands that violation of this provision shall be cause for punitive actions by the City up to and including termination for cause of this Agreement. The Contractor may be further barred from performing any services or work for the City in the future unless and until the Contractor demonstrates to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.
12. **Subcontractors.**
- 12.1 All Work shall be performed by Contractor, its employees, or by subcontractors whose selection has been authorized by City; provided that City's authorization shall not relieve Contractor or its subcontractors from any duties or obligations under this Agreement, or at law, to perform the Work in a satisfactory and competent manner. Contractor shall ensure that all contractual duties, requirements and obligations that Contractor owes to City shall also be owed to City by Contractor's subcontractors retained to perform the Work.
- 12.2 At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

12.2.1 Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

12.2.2 Have a current Washington Unified Business Identifier (UBI) number;

12.2.3 If applicable, have:

- a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
- b. A Washington Employment Security Department number, as required in Title 50 RCW;
- c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
- d. An electrical contractor license, if required by Chapter 19.28 RCW;
- e. An elevator contractor license, if required by Chapter 70.87 RCW.
- f. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

13. **Non-Assignment.** Any assignment of this Agreement by Contractor without the prior written consent of City shall be void.

14. **Warranty.** The Contractor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. The Contractor further warrants that the Work shall be free from defects in workmanship and material, and shall transfer to the City all written warranties related to the Work performed and equipment installed. Contractor guarantees payment of all obligations incurred in this project until final acceptance of the Work and for one year thereafter.

15. **Contractor's Risk of Loss.** It is understood that the whole of the Work under this Agreement is to be done at the Contractor's risk, and that the Contractor has familiarized itself with the conditions of excavation, backfill, arterials, climatic conditions, and other contingencies likely to affect the Work, and has made its bid accordingly, and that the Contractor shall assume the responsibility and risk of all loss or damage to materials or Work which may arise from any cause whatsoever prior to final acceptance by the City.

16. **Debarment and Uniform Guidance.** If this Project involves the expenditure, in whole or in part, of federally awarded funds, the Contractor shall certify that it, and its subcontractors, are not on the Federal Debarment List provided in the System for Award Management and/or the Washington State Debarment List when this Agreement is executed. If the Contractor, including any of its subcontractors, become listed on the Federal Debarment List provided in the System for Award Management and/or the Washington State Debarment List during duration of the Agreement, the City shall be notified immediately.

Additionally, if this Project involves the expenditure, in whole or in part, of federally awarded funds, the provisions A through K in Appendix II to Part 200 of the Uniform Guidance (2 CFR Chapter 11, current edition) are thereby incorporated, as applicable, into this Agreement as if fully set forth herein.

17. **Insurance.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. The certificates of insurance shall be attached to this Agreement as Exhibit C.

The Contractor shall not begin Work under the Agreement until all required insurances have been obtained and until such insurances have been received by the City. The insurance shall provide coverage for the Contractor, its subcontractors, and the City. No policy shall be cancelled or modified without thirty (30) days prior written notice to the City. The Contractor may meet the policy limits required by this Section 15 by primary policy or a combination of primary and umbrella policies.

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

15.1 Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below and all additional insurance of the coverage types identified in the Special Provisions of the Contract Documents (Exhibit A):

15.1.1 Automobile Liability insurance shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements. If necessary, the policy shall be endorsed to provide contractual liability coverage.

15.1.2 Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City. For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

15.1.3 Contractor shall maintain the following insurance limits as well as all additional and/or higher levels of insurance limits identified in the Special Provisions of the Contract Documents (Exhibit A):

- Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- Commercial General Liability insurance shall be written with limits no less than:
 - \$2,000,000 each occurrence
 - \$3,000,000 general aggregate
 - \$2,000,000 products and completed operations aggregate
 - \$2,000,000 personal and advertising injury each offence
 - \$2,000,000 stop gap / employer's liability each accident

15.1.4 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

15.2 Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

15.3 Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

15.4 Waiver of Subrogation. The Contractor and the City waive all rights against each other, any of their Subcontractors. Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

15.5 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

15.6 Verification of Coverage Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work.

15.7 Subcontractors. The Contractor shall cause each subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors.

The Contractor shall ensure that all subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies

as required by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

- 15.8 Notice of Cancellation. The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- 15.9 Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.
18. **Job Safety.** All Work done shall be done in such a manner as shall create a minimum of interruptions or inconvenience to the public and/or City staff. All Work shall be carried on with due regard for the safety of the public, and the Contractor shall maintain strict compliance with the appropriate provisions relating to control of traffic and pedestrians through work areas as set forth in the Manual on Uniform Traffic and Control Devices (current edition) as adopted by the Washington State Department of Highways. Property and streets adjacent to the project shall be kept free and clear at all times from accumulations of mud, dirt, gravel, rock and other matter. Should the City determine the Contractor is not fulfilling his obligation in this regard, the City reserves the right to take such action as may be necessary, and to charge the Contractor with any costs that may be incurred in such remedial action.
19. **Termination.** This Agreement may be terminated with or without cause at any time by the City by delivering written notice thereof to the Contractor. Upon receipt of such notice, Contractor shall immediately cease Work and return the job site and any and all materials, plans or contract documents to the City. Contractor may terminate this Agreement in the event of a material breach by the City by delivering written notice thereof to the City Mayor. Termination is further addressed in Section 1-08.10 of the WSDOT Standard Specifications as amended by the Special Provisions in the Contract Documents and is incorporated herein by reference.
20. **Disputes and Remedies.**
- 18.1 Choice of Law; Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of Snohomish County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
- 18.2 Dispute Resolution. All claims, counterclaims, disputes, and other matters in question between City and Contractor arising out of or relating to this Agreement shall be referred to the City Mayor or a designee for determination, together with

all pertinent facts, data, contentions, and so forth. The City Mayor shall consult with Contractor's representative and make a determination within thirty (30) calendar days of such referral. Should the claims, counterclaims, or disputes not be resolved by the City Mayor's decision, the parties shall refer the matter to professional mediation to be located in Snohomish County, Washington, and which shall be conducted within thirty (30) calendar days of the City Mayor's decision. The cost of mediation shall be shared equally. No civil action on any claim, counterclaim, or dispute may be commenced until thirty (30) days following such mediation. In the event of litigation between Contractor and City to enforce the rights under this Agreement, reasonable attorney fees and expenses shall be allowed to the prevailing party.

- 18.3 Remedies. City's rights and remedies in this Agreement are in addition to all other rights and remedies provided by law. City may exercise such rights and remedies in any order and at any time as it determines necessary or appropriate.
21. **Waiver**. A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.
22. **Time of Essence**. Time is of the essence for every time period stated in the Contract Documents.
23. **Effective Date**. This Agreement shall be effective on the last date entered by the parties below.
24. **Authority to Execute Agreement**. The person executing this Agreement on behalf of the Contractor represents and warrants said person has been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to legally bind the Contractor to all terms, requirements, and provisions of this Agreement. The person(s) executing this Agreement on behalf of the City represents and warrants that said person(s) has been fully authorized by the City to execute this Agreement on behalf of the City and to legally bind the City to all terms, requirements, and provisions of this Agreement.

The written terms and provisions of this Agreement, together with all referenced documents and Exhibits, supersede all prior verbal statements of any officer or other representative of City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced documents and Exhibits.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

CONTRACTOR

By: _____

Print Name: _____

Title: _____

Date: _____

City of Lake Stevens

Business License No.: _____

CITY OF LAKE STEVENS

By: _____

City Mayor, City of Lake Stevens

Attested/Authenticated:

By: _____

City Clerk, City of Lake Stevens

Date: _____

Approved as to Form:

By: _____

City Attorney, City of Lake Stevens

CITY COUNCIL STAFF REPORT



Agenda Date: 7/16/2024

Subject: Resolution No. 2024-08 Amending Comprehensive Procurement Policy 302; and Repealing Resolution No. 2022-15

Contact Person/Department: Barb Stevens, Finance

Budget Impact: N/A

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

ADOPT: Resolution No. 2024-08 Amending the Comprehensive Procurement Policy 302; and repealing Resolution No. 2022-15.

SUMMARY/BACKGROUND:

The purpose of the Comprehensive Procurement Policy document is to implement the requirements of state and federal law with regard to procurement and bidding on public contracts for public works, goods, services, supplies and materials.

The policy provides consistent procedures for all departments to procure goods and services in compliance with state law for city operations and to award contracts for public works projects in compliance with state law applicable to non-charter optional municipal code cities. Additionally, the policy addresses conflicts of interest, appearance of fairness, and codes of conduct.

Procurement Policy P-2-2018 was established in May 2018. The policy was subsequently amended to authorize the Finance Director to make minor, non-substantive, and/or procedural changes to the policy without further approval of the Council. All substantive changes are brought back to the Council for review and approval as a resolution.

The policy has been provided in red-line so changes are visible. Current recommended changes to the policy include:

- Updated policy number from P-2-2018 to the City's new standard format. New policy number 302.
- Update Policy Summary Table and corresponding Section 13:
 - The multi-trade day labor and minimal competition thresholds increased from ≤\$116,155 to ≤\$150,000.
 - The Public Works - Limited Small Works Roster was removed as this optional method was eliminated.
 - Removed the requirement for 5 quotes for use on Small Works Roster - no longer required by MRSC.
 - Added a comment about approvals of IT commodities in the notes table.

Procurement Type	Thresholds	Approval Staff	Approval DH	Award/ Approval CA/M	Award/ Approval Council	Thresholds	Approval Staff	Approval DH	Award/ Approval CA/M	Award/ Approval Council
PUBLIC WORKS										
Public Works - Minimal Competition Process	≤\$75,500/ ≤\$116,155			X		≤\$75,500/ ≤\$150,000			X	
Public Works - (Single) - Day Labor	≤\$75,500		X			≤\$75,500		X		
Public Works - (Multi) - Day Labor	≤\$116,155		X			≤\$150,000		X		
Public Works - Limited Small Works Roster (All or min 3 quotes)	<\$35,000		X			<\$35,000		X		
Public Works - Small Works Roster (All or min 5 quotes)	<\$350,000			\$250,000	>250,000	<\$350,000			\$250,000	>250,000
Public Works - Formal Bid Process	≥ \$350,000				X	≥ \$350,000				X
Public Works - Formal (If Not using Small Works Roster)	> \$75,500/ >\$116,155			X		> \$75,500/ >\$150,000			\$250,000	>250,000
Notes										
Public Works Contracts: All public works contracts with the exception of "in-house day labor" requires intents and affidavits of prevailing wages paid.										
Public Works Contracts: Most contracts require retainage and bonds.										
IT Commodities: IT department needs to approve all IT equipment, services, and software. This includes computers, thumb drives, external hard drives, all equipment that attaches to a computer, cell phones, fax machines, printers, scanners, copiers, software or systems.										
Cooperative Purchasing: There is no requirement for competition when purchasing from State Contracts or other contracts covered by an interlocal agreement. However, for other than State Contracts, Finance needs to be consulted to assure compliance with RCW 39.34. Purchasing approval thresholds apply.										
Small Works Roster: May be used for public works projects less than \$350,000. Participating pre-qualified contractors in appropriate work category are notified of bidding opportunities. There's no need to advertise projects or have public bid opening. Council awards contracts over \$250,000. A limited PW Process may be used ≤\$35,000 in conjunction with the SWR.										
Purchasing Authority: Director may delegate purchasing authority limits to department staff by written delegation to Finance.										
Contract Signature Authority: Mayor and City Administrator may delegate contract signing authority to Department Heads if ALL of the following criteria are met:										
		1) Budget Purchase	2) ≤\$50,000	3) ≤1 year	4) Not an ILA	5) Not a Grant				
Federal Funding: If any federal funds are used, including pass-thru grants/loans, please refer to the Federal Code of Conduct and Federal Award Standards sections of the Comprehensive Procurement Policy and follow the requirements set forth in the Federal Procurement table.										

Additional updates include:

- Section 8 - Grants and Federal Funding - Changed the requirement language for the Mayor to sign grant "applications" to grant "contracts".
- Section 9 - Contracts - Added a new section covering when contracts are needed, setting the contract requirement at \$10,000 and above. As a city, we are always looking for flexibility in procedural requirements that will allow staff to work more efficiently while maintaining legal compliance. While researching the policies of surrounding jurisdictions, we discovered that some do not require contracts for services or projects that fall under a certain threshold varying between \$2500 - \$10,000. Departments would be responsible for ensuring

vendors are aware and comply with ongoing requirements including prevailing wage, retainage, business license, etc, when vendor work falls under that threshold.

- Section 10 - Added Minimum Requirements for All Vendors - to ensure procedural requirements are understood.
- Section 11 - Controlled Commodities (IT) - Added language and clarifications.
- Section 21 - Disposal of Surplus Property - Corrected threshold requirements for public hearing when surplussing property purchased for utility purposes.

Additionally, page numbers and Roman numerals were added for an easier user experience.

APPLICABLE CITY POLICIES:

LSMC 3.50; RCW 35A.40.210; RCW 35.22.060; RCW 39.04.155

ATTACHMENTS:

1. Resolution 2024-08 - Procurement Policy
2. Comprehensive Procurement Policy 302 - July 2024

**CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON**

RESOLUTION NO. 2024-08

A RESOLUTION ADOPTING A COMPREHENSIVE POLICY FOR THE PURCHASE AND DISPOSITION OF GOODS, SERVICES, EQUIPMENT, SUPPLIES AND PROPERTY FOR THE CITY OF LAKE STEVENS; AND REPEALING RESOLUTION NO. 2022-15.

WHEREAS, on November 8, 2022 the City Council approved Resolution 2022-15 that adopted a Procurement Policy for the City of Lake Stevens which provided consistent procedures for all departments to procure good and services in compliance with state law for City operations and to award contracts for public works projects in compliance with state law applicable to non-charter option municipal code cities; and repealed Resolution 2018-15; and

WHEREAS, the City Council authorized the Finance Director to make minor, non-substantive, and/or procedural changes without further approval of the council; and

WHEREAS, the Washington State Legislature passed SSHB 5268, modifying small works contracting requirements that provide greater flexibility and update bid thresholds, effective July 1, 2024; and

WHEREAS, the City has updated the standard numbering format for policies and has assigned the Comprehensive Procurement Policy Finance Policy number 302; and

WHEREAS, the Lake Stevens City Council after review of the administrations proposed edits to Resolution No. 2022-15 has determined the policy adopted by Section 2 of this Resolution No. 2024-08 to be in the interest of efficiency, best practice and the public interest.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON, DOES RESOLVE AS FOLLOWS:

SECTION 1 – REPEAL. Resolution No. 2022-15 and Procurement Policy P-2-2018 are hereby repealed and replaced by this Resolution.

SECTION 2 – ADOPT. Comprehensive Procurement Policy 302, is attached as Exhibit “A” and is hereby adopted and incorporated herein by this reference as though fully set forth herein.

PASSED by City Council of the City of Lake Stevens this 16th day of July, 2024.

Brett Gailey, Mayor

ATTEST:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney



POLICY NO.

P-2-2018302

~~COMPREHENSIVE PROCUREMENT POLICY~~

~~ONE COMMUNITY AROUND THE LAKE~~

**~~Updated October 8, 2022~~July
16, 2024**

302 – COMPREHENSIVE PROCUREMENT POLICY



APPROVED BY:	<u>Click or tap here to enter text.</u>	TITLE:	<u>Finance Director</u>
EFFECTIVE DATE:	<u>Click or tap to enter a date.</u>	LAST REVISED:	<u>9/26/2023</u>

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Policy Effective: May 22, 2018

Revisions of the Procurement Policy:

July 16, 2024: EFFECTIVE JULY 1, 2024

- Changed roman numeral numbers to “Section [#]”
- I P-2-2018 Procurement Policy Summary Table
 - Update Public Works – Minimal to ≤\$75,500/≤\$150,000 and update Approvals
 - Update Public Works – (Multi) Day Labor to ≤\$150,000
 - Update Public Works – Formal (if not using SWR) to >\$75,500/>\$150,000 and update Approvals
 - Deleted Public Works – Limited Small Works Roster line
 - Updated Public Works – removed min 5 quotes for Small Works Roster
 - Added comment about approvals of IT commodities
- Section 8 – Grant and Federal Funding
 - Changed requirement for Mayor to sign grant application to contracts
- Section 9 – Contracts
 - Added new section covering that a contract is needed when:
 - City and/or vendor has ongoing obligations
 - \$10,000 and over
- Section 10 – Minimum Requirements for ALL Vendors
 - Changed name from “Insurance/Licenses/Prevailing Wage” to “Minimum Requirements for ALL Vendors” to assist with clarity to employees
 - Added “when applicable” when referring to the FOUR requirements
 - Under bullet 2 - Added requirement that all public works projects and maintenance contracts over \$35,000 provide a Tax Status Letter or provide access to the letter
 - Under bullet 4 – Referenced more procedural requirements in regards to prevailing wage
- Section 11 – Controlled Commodities
 - Added thumb drives, external hard drives, and all equipment that attaches to a computer to what IT needs to approve
 - Added details of what electronic equipment entails
 - Provided critical areas to understand in the procurement of technology
 - Changed “Sole Provider” to “1st-Party Provider” and the underlying assumption 1st party provides greater service than a 3rd party
 - Changed “Multiple Providers” to “3rd-Party Providers” and provided guidance on how IT will select providers
 - Under the SaaS section – added “outside of city control” for a cloud environment
 - Under the SaaS section – “changed long-term” solution to “long term obligation”

- Section 13 - Purchase of Public Works Construction Activities - Public Works Table
 - Update Minimal Competition Threshold to \$0 - ≤\$75,500/ ≤\$150,000
 - A. City Labor Force – Update single and multi-craft amounts to ≤\$75,500/≤\$150,000
 - Added that project conducted with City labor force must be authorized by the PW Director and/or Parks Director
 - C. Public Works Projects <\$75,500 (S)/ <\$150,000 (M) – Added section and criteria for minimal competition requirements which include:
 - Obtain at least 1 written quote – encouraged to obtain more than one
 - For project >\$5,000 requires bonding OR 10% retainage
 - Strongly encourage to seek services of local, small, and disadvantaged businesses first.
 - Department is responsible to verify responsibility requirements of RCW 39.04.350
 - D. Small Works Roster – Updated the \$350,000 threshold to be before tax
 - For contracts \$150,000 - \$350,000 – added to invite quotes from all contractors on roster
 - For contracts less than \$150,000 – Added to solicit quotes from all qualified contractors in a specific category
 - Deleted the minimum of 5 contractors
 - Deleted the reference to projects under \$35,000
 - Added section to discuss procedures for small works roster contractors under \$150,000
 - Deleted procedures for “Limited Public Works”
 - E. Projects Over \$350,000 – Updated title to increase the Multiple Crafts projects to over \$150,000
 - F. Apprentice Utilization – Added section in accordance with RCW 39.04.320 that requires certain projects to have a minimum of 15% of apprentice work force
 - Added language that we will follow RCW and list out what the thresholds will be through 2028
 - G. Department Responsibilities to Ensure Prevailing Wage Law is Followed – Updated L&I waiver costs to be over \$5,000
 - Changed the Prevailing Wage for Projects Under title to \$5,000
 - Added clarifying note the combine form is for the entire project, not just labor
- Section 19 – Exemptions to Competitive Bidding Requirements – Emergency Purchases, added the reference of RCW 39.26.130
- Section 21 - DISPOSAL OF SURPLUS PROPERTY – Update types of property and when a public hearing is required for property purchased for utility purposes.

Section 1 302 PROCUREMENT POLICY SUMMARY TABLE

P-302 Procurement Policy Summary Table					
Procurement Type	Requested (must be budget)				
PUBLIC WORKS	Thresholds	Approval Staff	Approval DH	Award/ Approval CA/M	Award/ Approval Council
Public Works - Minimal Competition Process	≤\$75,500/ ≤\$150,000			X	
Public Works - (Single) - Day Labor	≤\$75,500		X		
Public Works - (Multi) - Day Labor	≤\$150,000		X		
Public Works - Small Works Roster (All)	<\$350,000			\$250,000	>\$250,000
Public Works - Formal Bid Process	≥ \$350,000				X
Public Works - Formal (If Not using Small Works Roster)	> \$75,500/ > \$150,000			\$250,000	>\$250,000
Procurement Type	Requested (must be budget)				
PROFESSIONAL SERVICES	Thresholds	Staff	DH	CA/Mayor	Council
Architect & Engineer (RCW39.80)	Qualification Based			\$250,000	>\$250,000
Procurement Type	None Required By RCW - Recommended Only (must be budgeted)				
OTHER SERVICES (Purchased, Personal & Professional other than A&E Services)	Thresholds	Staff	DH	CA/Mayor	Council
Direct Selection/Negotiation	<\$50,000		X		
Informal (Solicit 3 Quotes)	\$50,000 - \$250,000			X	
Formal Bidding - (not sealed) Request for Proposals	>\$250,000				X
Procurement Type	Requested (when included in budget)				
PURCHASING (NON PUBLIC WORKS RELATED)	Thresholds	Staff	DH	CA/Mayor	Council
Purchasing - Direct Purchase	<\$50,000	<\$1,000	X		
Purchasing - Informal (Solicit 3 Quotes)	\$50,000 - \$250,000			X	
Purchasing - Formal Bidding - RFB (sealed or not)	>\$250,000				X
FEDERAL GUIDELINES (ONLY WHEN FEDERAL FUNDS ARE USED - MUST USE STRICTER GUIDELINES)	Public Works	A & E Services	Other Services	Purchasing	
Micro purchase (competition not required)	<\$10,000	See thresholds above	<\$10,000	<\$10,000	
Small Purchase Procedures		See thresholds above			
Sealed bids/ Competitive Bids	\$250,000		See thresholds above		
Notes					
Public Works Contracts: All public works contracts with the exception of "in-house day labor" requires intents and affidavits of prevailing wages paid.					
Public Works Contracts: Most contracts require retainage and bonds.					
IT Commodities: IT department needs to approve all IT equipment, services, and software. This includes computers, thumb drives, external hard drives, all equipment that attaches to a computer, cell phones, fax machines, printers, scanners, copiers, software or systems.					
Cooperative Purchasing: There is no requirement for competition when purchasing from State Contracts or other contracts covered by an interlocal agreement. However, for other than State Contracts, Finance needs to be consulted to assure compliance with RCW 39.34. Purchasing approval thresholds apply.					
Small Works Roster: May be used for public works projects less than \$350,000. Participating pre-qualified contractors in appropriate work category are notified of bidding opportunities. There's no need to advertise projects or have public bid opening. Council awards contracts over \$250,000.					
Purchasing Authority: Director may delegate purchasing authority limits to department staff by written delegation to Finance.					
Contract Signature Authority - Mayor and City Administrator may delegate contract signing authority to Department Heads if ALL of the following criteria are met:					
	1) Budget Purchase	2) ≤\$50,000	3) ≤1 year	4) Not an ILA	5) Not a Grant
Federal Funding: If any federal funds are used, including pass-thru grants/loans, please refer to the Federal Code of Conduct and Federal Award Standards sections of the Comprehensive Procurement Policy and follow the requirements set forth in the Federal Procurement table.					

~~Section 1~~Section 2 OVERVIEW

Purpose: The purpose of this document is to implement the requirements of state law regarding procurement and bidding on public contracts for public works, goods, services, supplies and materials. It is the City's policy to follow state requirements regarding the expenditure of public funds, to provide a fair forum for those interested in bidding on public contracts and to help ensure that public contracts are performed satisfactorily and efficiently at least cost to the public, while avoiding fraud and favoritism in their award.

Controlling Laws: The expenditure of public funds for the purchase of and contracting for, goods, services, supplies and materials shall comply with all applicable state law requirements as set forth in the Revised Code of Washington (RCW) and the Washington Administrative Code (WAC), in addition to any applicable local and federal laws and regulations.

Monitoring and Compliance: The department heads shall implement, monitor and enforce these policies. In the event of any conflict in procurement requirements or questions about proper procedure or other requirements, the matter shall be referred to the Finance Director for further action. Willful or intentional violations of public procurement requirements may result in personal penalties, financial liabilities, and/or discipline. See RCW 39.30.020.

Proper Authorization: Only authorized employees acting within the scope of their authority may obligate the City in the acquisition of goods or services. Any employee purchasing goods on behalf of the City without proper authorization may be personally liable to the vendor and the City, and subject to disciplinary action.

~~Section 2~~Section 3 DEFINING THE NEED

Before determining the procurement method and approval authority, the type of purchase must be established. The major categories of purchases include:

Public Works: ([RCW 39.04](#))

Includes all work, construction, alteration, repair or improvement other than ordinary maintenance, executed at the cost of the City:

- Examples: demolition, remodeling, renovation, road construction, building construction, and utilities construction;
- Ordinary maintenance is not specifically defined in RCW 39.04 but is generally considered to include work not performed by contract and performed on a regular basis to service, check or replace items that are not broken;
- For purposes of prevailing wage requirements, public works includes ordinary maintenance when performed by contract.

Materials, Supplies and Equipment

Materials, supplies and equipment are considered tangible items which are manufactured and are moveable at the time of purchase. It is important to distinguish between materials, supplies

and equipment used in public works contracts as opposed to non-public works contracts as different bidding requirements apply to each.

Examples: Office supplies, off the shelf software, hardware, trucks, copy machines, auto parts, gravel, janitorial supplies.

Services

Services are the labor, time, or effort of a human being. Distinguishing between services and public work is also important, as services may also have different bidding requirements. The City has four classifications of services:

➤ Professional Services:

Services provided by independent consultants that require specialized knowledge, advanced education, professional licensing or certification and where the primary service provided is mental or intellectual, involving the consistent exercise of judgment and discretion.

Examples: accountants, attorneys, consultants, graphic artists.

➤ Architectural and Engineering Services (A&E Services):

These services are to be acquired under the authority and procedures outlined in [RCW Chapter 39.80](#).

Examples: Engineers, land surveyors, architects, and landscape architects.

➤ General Services/Purchased Services:

All other service-related work that is not considered a public work or professional service. Most often these are routine in nature (i.e.: yearly, monthly, weekly, etc.)

Examples: Building maintenance, elevator maintenance, automotive services, and instructors.

➤ Technology Systems and Services:

Any technology hardware or software system purchase, or maintenance agreement.

Examples: Servers, annual licensing agreements, custom software, technology consulting.

Determining the Cost

Once a need has been defined, the estimated cost of the goods and/or services will generally determine what competitive selection process you will need to follow. Estimated costs for competitive bidding purposes must include:

- All construction related work (but not engineering/architectural design fees, as all A&E must be selected based on qualifications before cost is negotiated);
- All phases of the project;
- Any internal permitting costs of the project;

- All applicable sales and use taxes;
- The full duration of a contract;
- Estimated need for like-kind items within the calendar year.

The cost estimate should not include donated materials, labor, supplies, etc.

~~Section 3~~Section 4 PURCHASING CODE OF ETHICS

The public must have confidence in the integrity of its government. The purpose of this Code of Ethics is to apply and give guidance to all employees so that they may conduct themselves in a manner which will be compatible with the best interest of themselves and of the City of Lake Stevens.

To instill public confidence in the award of public contracts and the expenditure of public funds, the City adopts the following code of ethics regarding public contracting:

- Actions of City employees shall be impartial and fair.
- Government decisions and policies shall be made in compliance with required procedures and within the proper channels of government structure.
- Public employment shall not to be used for personal gain, and City employees shall not solicit, accept, or agree to accept any gratuity for themselves, their families or others that would or could result in personal gain. Purchasing decisions shall be made impartially, based upon the City's specifications for the contract and the responses of those bidding on the contract.
- No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. This conflict of interest extends beyond the individual employee, officer, or agent to include that individual's immediate family members, partner, and other employers.

~~Section 4~~Section 5 PROHIBITED PRACTICES

- Collusion among bidders. Agreement or collusion among bidders or prospective bidders to either buy or sell in restraint of freedom of competition, be as agreement to bid a fixed price or otherwise, shall render the bids void. Such bidders may be subject to possible exclusion from future bidding with the City when determined by the City Administrator to be in the best interest of the City.
- Disclosure of Formal Bid Contents. Disclosure in advance of opening bids of any information contained in the sealed or formal bid made or permitted by a City Officer or employee may render each bid void by the City. Notwithstanding anything herein to the contrary, bids submitted by bidders

taking advantage of any information revealed contrary to this section shall at once become null and void.

- Gratuities. Except for normal business and social courtesies, or donation publicly given and accepted, the acceptance of any gift or gratuity in the form of cash, merchandise or services of significant value by an official or employee of the City from any vendor or contractor in return for a commitment to continue or initiate a purchasing agreement is prohibited
- Employee-Owned Businesses. Generally, City goods or services shall not be obtained from businesses in which City officials, employees or their immediate family members have a majority ownership interest except as allowable by RCW 42.23.030.
- Sale of Materials and Supplies. The City shall not use its purchasing power or lend its credit to acquire goods or services for any private party, nor shall the City sell its materials or supplies to City officials, employees, or the public except when said materials have been declared surplus and disposed of as provided herein
- Conflict of Interest. An employee is not to participate directly or indirectly in a procurement when they are aware of or know there is a conflict of interest.
- Solicitation of Donations. The City will not accept donations of materials or services in return for a commitment to continue or initiate a purchasing agreement
- Bid Splitting: Issuing several PO's or orders under the dollar limit or breaking a project into phases to avoid bidding is against state law. Combine the total of foreseen identical items purchased at the same time or similar items (or items that are used together) within a calendar years' time, in which the cost exceeds competition limits or when it is determined that volume discounts can be obtained by combining City wide usage (i.e. office supplies, laundry services, janitorial paper products, etc.)

All local governments in Washington are subject to the state's Conflicts of Interest statute ([Chapter 42.23 RCW](#)). Generally, municipal officers are prohibited from having financial interests in contracts made by or under the officer's supervision or for the benefit of their office. [RCW 42.23.020\(2\)](#) defines "municipal officer" rather broadly and basically means any city employee acting on behalf of the City. RCW 42.23.020(3) defines "contract" as including any contract, sale, lease or purchase.

Violating these rules can bring serious penalties, including monetary fines, nullification of contracts, and possible forfeiture of employment. Common sense can be a good guide in this area of the law, but sometimes gray areas can create confusion and uncertainty. If you are concerned about a specific situation, consult with Legal Counsel.

~~Section 5~~Section 6 SIGNATURE AUTHORITY

The Mayor has ultimate signature authority for the City of Lake Stevens. As authorized designee, the City Administrator has authority to sign contracts, including Interlocal Agreements, up to \$250,000 and approve all budgeted purchases without dollar limitation.

Department heads may sign a contract if it meets the following conditions:

- Budgeted purchase
- \$50,000 or less
- No more than one year in duration
- Not a funding source. Funding source contracts, such as grants, all need to be approved and signed by the City Administrator or Mayor.*
- Note: Interlocal/Intergovernmental Agreements (ILA) must be approved by Council and signed by the Mayor or City Administrator

**The Mayor, or City Administrator, may delegate short term revenue agreements to be signed by the Department Head or their designee. Example is off duty patrol assisting with traffic mitigation for a construction contractor.*

~~Section 6~~Section 7 PURCHASE ORDERS AND REQUISITIONS

Requisitions and Purchase orders are preferred for encumbering funds and determining budget prior to ordering goods or services, yet are not required by the City. Only Finance and select purchasers (as limited by system security set-ups) have the authority to produce Purchase Orders for the City of Lake Stevens. ONLY Finance has the authority to commit a Purchase Order within the system. If you need a hardcopy of a PO for any dollar amount, contact Finance and we will create one and email it to you.

~~Section 7~~Section 8 GRANT AND FEDERAL FUNDING

Purchases made or work performed with Federal grant funds must follow the standards identified in the Federal Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (OMB Title 2, Subtitle A, Chapter II, Part 200. See Federal Code of Conduct and Federal Award Standards sections for summary requirements.

Please note, the federal government does not recognize Washington State's Small Works alternative procedures or thresholds. **Do not use SWR procedures or thresholds if any federal funding is included or used.**

ALL GRANTS ARE DIFFERENT, so one size does not fit all. Some grants simply require you to use your own procurement rules, while others require you to insert their contracting clauses into your contract.

Please note that all grant **applications**~~contracts~~, without limitation, must be signed by the Mayor. Additionally, all Federal grant reimbursement requests must be signed by the Mayor, designees are not currently permitted.

Prior to initiating any purchases or contracts with federal funds, the responsible administrator will document that the procurement complies with the requirements of RCW 57.08.050 and Uniform Guidance (note: the most restrictive procurement method will be used whether it be federal, state, or local law). A copy of the documentation shall be retained in the department files.

Section 9 CONTRACTS

If the City and/or vendor has ongoing obligations/requirements to each other, a contract should be established. Obligations do not include purchases yet to be invoiced.

However, any services, public works projects, or purchases with ongoing obligations under \$10,000 does not need a contract.

It is the purchasing department's responsibility to ensure vendors are aware of any ongoing requirements, such as prevailing wage, retainage, etc. when the vendor's work is under \$10,000.

~~Section 8~~**Section 10 MINIMUM REQUIREMENTS FOR ALL VENDORS**

When hiring anybody to do anything for the City, there are FOUR requirements that need to be met (when applicable).

1. Certificates of Insurance

Before any contractor is allowed to work on City property (no matter the dollar amount of the work), contact City Clerk or Risk Management to determine if a Certificate of Insurance is required. If required, the contractor must furnish the City with a Certificate of Insurance, naming the City of Lake Stevens as primary & noncontributory **additional insureds with an additional attached endorsement.**

Certificates of Insurance are a complex issue, so please contact the City Clerk or Risk Manager to discuss Insurance Requirements and what the limits of coverage should be, according to how much risk is involved (Insurance requirements are determined by the City Risk Manager).

2. Responsibility Criteria for Contractors:

- Washington State Contractor's License/Federal Registration –It is unlawful for the City to hire anyone to do construction work on our property that does not have a valid State of Washington Contractor's License. You may look up a Contractor, Electrician or Plumber at: <https://fortress.wa.gov/lni/bbip/>
- Department of Revenue Business Records Database:
<https://secure.dor.wa.gov/gteunauth>

☛ For public works projects and maintenance contracts over \$35,000, either a Tax Status Letter or third party code must be obtained to ensure vendor is up to date with its taxes:
<https://dor.wa.gov/manage-business/close-business/request-tax-status-letter>

- Verify Workers' comp Premium Status: <https://fortress.wa.gov/lni/crpsi/>
- Check for debarment: **State of Washington**
<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>

FEDERAL CONTRACTS - Federal Debarment:

It is unlawful to hire any firm to do business with the City that is not registered and in good standing with the US Government. You can check the status of an entity so see if they have been debarred at <https://www.sam.gov/search>. Print out the resulting page (even if no records were found) and file it with your paperwork for audit. Please contact Finance if assistance is needed.

3. City of Lake Stevens Business License

A City of Lake Stevens Business License is also required for any business working inside the City limits. The vendor may contact the Department of Revenue at www.dor.wa.gov

4. Prevailing Wage Requirements

Chapter 39.12 RCW is the **Washington State Public Works Act**, also known as the Prevailing Wage Law. This law requires that workers be paid certain hourly wages for all public work and public service maintenance contracts, no matter what the dollar amount!

This Prevailing Wage law was enacted to protect the employees of contractors performing public works construction/maintenance from substandard earnings, and to preserve local wage standards.

The Department of Labor and Industries administers the law; the Attorney General prosecutes violators; and the State Auditor ascertains if our policies, practices and procedures meet the requirements of the law.

Owner/Operators that do not have any employees do not need to pay themselves prevailing wages, however, they do still need to file Intents and Affidavits with the Department of Labor and Industries and list in section 3 of the form that they are Owner/Operator.

Any worker, laborer or mechanic performing public work must be paid prevailing wages. It does not usually apply to work that is clerical, executive, administrative or professional (grant funded projects may be an exception).

See Section 13 part G for procedural requirements in regards to prevailing wage.

Section 9 Section 11 CONTROLLED COMMODITIES

The following items require approval from designated people. They are:

- Computers, thumb drives, external hard drives, and all equipment that attaches to a computer~~Computers and related equipment~~, cell phones, fax machines, printers, scanners and copiers, software or systems - **IT Department**.
- Any electronic equipment that creates, processes, stores, reports, or prints any city record or data.
- Anything Technology Services is requested or required to install, connect, service, maintain or support – **IT Department**

New Procurement - Technology

The purchasing of hardware, software, licensing, and technical services carries a set of unique requirements, risks, and challenges.

Understanding supply chain risks, regulated and restricted hardware/software, cryptographic modules, system life-cycle, and integration or compatibility with existing technology investments is critical.

Types of technology (IT) purchases:

Purchase Type	Definition	Taxable
Hardware	Purchase of computer hardware components.	Yes
Software- Off the Shelf w/Installation	Purchase of off-the-shelf software including installation. See <u>RCW 39.04.270</u>	Software – Yes Installation - No
Software – Customized	Purchase of software with programming and customization. See <u>RCW 39.04.270</u>	No
Annual Maintenance Agreements	Agreement to maintain City systems	Yes
Hosted Software (SaaS)	IT services and software provided in a hosted, or cloud, environment.	Varies
Technical/Professional Services	Professional services in support of hardware, software, and networks	No

Telecommunications and Data Processing

When purchasing telecommunications and data processing (computer) equipment or software costing above \$250,000, the City may follow a “competitive negotiation” process

as an alternative to the bid process. [RCW 39.04.270\(3\)](#) allows purchases through use of an alternative competitive negotiation process requiring, at a minimum, the following steps:

- A request for proposals (RFP) must be published in the newspaper of general circulation at least 13 days before the last date on which the proposals will be received.
- The RFP must identify significant evaluation factors, including price, and their relative importance.
- The City must provide reasonable procedures for technical evaluation of the proposals, identification of qualified sources, and selection for awarding the contract.
- The award must be made to the qualified bidder whose proposal is “most advantageous” to the City. The City may reject all proposals for good cause and request new proposals.

Technology Software & Services – Competitive Process

Technology Systems and Services Purchases include any technology hardware or software system purchase or maintenance agreement.

Hardware/Software Annual Maintenance Agreements

There are two types of annual maintenance agreements:

Sole Provider 1st Party Providers

When annual maintenance of a City system is performed by the 1st-Party provider of that hardware/software, it is assumed that 1st Party Provider will provide greater services to the City than any 3rd-Party Provider. A competitive process is not reasonable for these situations, and annual maintenance agreements shall be treated as standalone agreements (costs are not aggregated to the original purchase agreements). When annual maintenance of a City system is performed by the sole proprietor/vendor of that hardware/software, and there are no other maintenance providers available, a competitive process is not reasonable. For these situations, annual maintenance agreements are treated as standalone agreements (costs are not aggregated to the original purchase agreements).

If the first year of annual maintenance costs are included in the original purchase, the costs should be aggregated together, because we would not be paying for the annual maintenance without the purchase of the software. The reference to the annual maintenance costs should be included in the Council Agenda when Council approval is required.

Multiple Providers^{3rd} Party Providers

It is assumed that a 3rd-Party provider will always provide a lower level service than a 1st-Party provider.

Due to the high propriety nature of servicing IT systems, the fact that there are multiple 3rd-Party maintenance providers available for a particular system does not imply competition for the service; IT will make a selection based solely on vendor qualifications and service terms. When there are multiple maintenance providers available for a particular system, and competition clearly exists for the service, a quote or RFP process may be required depending on the dollar amount.

SaaS (Software as a Service) and Hosted Software Agreements

SaaS (Software as a Service) and Hosted Software agreements are IT services and software provided to the City in a hosted, or cloud environment outside of city control, versus provided on the City's own computer infrastructure ~~(e.g. servers and networks)~~.

Because City data may be handled, accessed, or stored by the SaaS application provider, the security of this data is very important. It is imperative that IT be contacted prior to purchasing any SaaS product. In addition, these agreements may result in a long-term solution obligation for the City and a competitive process may be required regardless of initial cost.

When the department receives an invoice for annual (or periodic) payment, the invoice(s) will be processed through the typical invoice approval/process.

SaaS agreements are treated the same as other standard contract agreements.

~~Section 10~~ Section 12 PURCHASE OF MATERIALS, SUPPLIES, AND EQUIPMENT

Unrelated to Services, A&E or Construction/Public Work

It is the Department Heads responsibility to appoint who shall make purchases for their department on the City's behalf under the respective quote limits.

Only authorized purchases used to conduct City business, consistent with the City priorities and state and local laws that are within predetermined budgets, are allowed.

THRESHOLDS – (per calendar year for one or more identical, similar or like items, and items used in conjunction with one another):

PURCHASING		
\$ -0- to \$49,999	Competition is not required. Department is encouraged to solicit multiple quotes (phone* or written).	Staff may approve purchases up to \$1,000**; Department Directors may approve purchases up to \$49,999
\$50,000 to \$250,000	Solicit 3 Documented Quotes	Department Directors may approve purchases up to \$49,999; City Administrator/Mayor may approve all purchases
Over \$250,000	Formal Bid or RFP <i>Sealed bids may be required over \$250,000</i>	City Administrator/Mayor may approve purchases
Council approves purchases through the expenditure authorization process. City Council pre-approval is not required for <i>budgeted</i> purchases at any dollar amount.		

*Phone quotes must be documented to demonstrate compliance. This would typically mean keeping a log of 1) Vendor, 2) Vendor rep you reached out to, 3) date, and 4) bid amount.

**Department Directors may delegate purchasing authority limits to department staff by written delegation to Finance.

All dollar limits include freight, handling, and set-up cost, plus appropriate sales tax. If there will be a trade-in, the dollar limit is of the gross purchase, not the net purchase after trade-in.

Local Business Open Accounts: The City may establish open accounts at local businesses, and purchases on these accounts may be made only by authorized City employees.

A. HOW TO OBTAIN A VENDOR NUMBER

Vendor numbers are assigned through the City's accounting software. Vendors must be in the system prior to making purchases. To create a new vendor, you must provide Finance with the vendor's completed W9. If the vendor is already in the system or is a City employee or a Board or Commission member, a W9 is not needed.

B. PAYMENTS

Specify where the vendor needs to send an invoice at time of the order. Utilize the city's mailing address or for electronic invoices, use the city's specified "invoicing" email address. **All questions regarding payments should be directed to the Finance Department's Accounts Payable staff.**

CITY CREDIT CARDS PURCHASES:

- **All procurement policies still apply**
- Cash advances are prohibited.
- Expenditures paid with a City credit card shall be made in the amount of actual expenditures.
- The Finance Director or designee shall serve as the custodian of the City's credit cards.
- Employee's not assigned a credit card and desiring to utilize a City credit card shall request the card through their Department Director. The Department Director shall request an additional account for the employee through the Finance Director.
- Any employee using the City's credit card to make a City purchase shall submit receipts for said purchases to the Finance Department the next business day that the employee is back in the office.
- **In no event, shall the City's credit card be used for the acquisition of alcohol or personal goods or services of any kind.**

PCARD (VISA): A PCard is an alternative way to make a payment, the use of which may be authorized by Finance. All procurement policies still apply.

C. TRAVEL & REIMBURSEMENT POLICY: See - Travel Policy

D. PROCEDURE TO OBTAIN QUOTES (\$50,000 to \$250,000):

Department personnel may solicit phone quotes up to \$50,000. Written quotes are required above \$50,000.

- Department contacts three vendors for quotations. Be sure technical information defines acceptable quality and ensure vendors are quoting on equal and comparable items. All vendors must be provided the same information. If one vendor offers an acceptable alternative, **new quotes must be requested, using the alternate specifications.**
- The City will not pay for any technical information from the vendor. If the information is to be shared with other vendors, it must be stated so up front. If you use a vendor's technical information without their approval, you may find yourself in a legal tangle.
- On-site demonstrations or delivery of preview/trial merchandise does not constitute a purchase. Competition may still be required.

- Document Quotes: Obtain freight pricing (FOB Destination), if not indicated by vendor. Include vendor contact information in case we need to get a hold of them.
- Vendor selection is made based on the recommendation of the requesting department personnel, considering price, quality and product availability. In addition, materials made in the USA and/or the use of recycled materials will be considered by the requesting department. To ensure fair competition, selection criteria should have a pre-established weight for consideration and the vendor with the highest weighted score should be selected.
- Quote documentation is attached to purchase order or invoice and filed in Finance for auditing and document retention.

E. PROCEDURE FOR FORMAL BIDS or RFP's - Over \$250,000:

Bids/RFP's are required whenever the cost of materials, supplies, equipment or *ordinary* services exceeds \$250,000.

Responsibilities for the Bidding/RFP process are that of the Department. The responsibilities are as follows:

- Determine the need.
- Notify the Finance Department regarding any budget transfers to cover funding.
- Create technical specifications, bid package, and check for legalities.
- If selection criteria will include more than just the lowest responsible and responsive bidder (weighted criteria), then these criteria must be included in the advertisement for bid.
- Arrange pre-bid conference, if necessary to invite contractors to discuss bid requirements.
- Advertise the Bid
- Distribute bid packages to vendors and maintain accurate vendor records.
- *If Bids are Sealed: Conduct bid opening with Clerk.*
- *If not Sealed: Document bids and do not reveal the contents to other bidders until awarded.*
- Tabulate bids and verify responsiveness.
- **AWARD:** After bids have been opened, recommend award. Bid must be awarded for the most responsive bid (lowest bid or highest weighted score) from a responsible bidder. If recommendation for award is being

made to anyone other than the low bidder (or highest weighted score), attach memo stating specific reasons why the low bid is not acceptable. RFP's are awarded to the vendor who scored the most points on predetermined criteria. Don't reveal status of your recommendation to the vendor.

F. **COOPERATIVE PURCHASING**

Bids and/or contracts by municipalities and cooperative organizations can be used to acquire goods and services. When using a cooperative option, we are, in essence, "piggybacking" off of the original entity's competitive process thus eliminating the need to perform our own.

Examples include the Washington State Department of General Administration and the Department of Information Services (DIS), which both offer existing contracts for goods and services that the City may use. The City pays an annual fee to the state for the ability to piggyback off of their contracts and encourages the use of these contracts whenever possible.

Other cooperating purchase options include, but are not limited to, Source well (formally National Joint Powers Alliance (NJPA)), U.S. Communities, King County Cooperative, and Interlocal agreements with other governmental agencies.

The Competitive Process

#	Task	Action
1	Confirm the City has a signed Cooperative Purchasing Agreement/Interlocal Agreement with the municipality or agency.	Work with Finance. Execute agreement if necessary.
2	Review cooperative contract/ website for piggyback requirements	Work with cooperative agent.
3	Contact vendor to verify if vendor will honor the cooperative organization's contract pricing	Obtain details regarding all aspects of purchasing including invoicing, availability, delivery, etc.
4	Contact vendor to place order	Place order and process invoice for payment.
5	Compile all bid, award, contract documents and save electronically for future audit	Documentation of compliance with State and City procurement policies

DEPARTMENT HEADS MUST MAINTAIN DOCUMENTATION IN THE DESIGNATED AREA DETERMINED BY THE FINANCE DIRECTOR IN ORDER TO DEMONSTRATE PROPER

PROCEDURES WERE FOLLOWED WITHOUT EXCEPTION. RECORDS OF PURCHASES MADE THROUGH THE PICKYBACK MUST BE MAINTAINED IN THE SAME AREA.

Completing the Purchase

- State contracts include standard terms and conditions. When piggybacking off of a state contract, all of the state contract terms and conditions apply.
- Occasionally, the City may opt to change the state's contract requirements which will require the City to utilize its own Goods & Services Contract identifying those requirements that are unique to the City's purchase.

Approval Process

The use of a cooperative purchase allows the City to utilize another entity's competitive process, it does not change the authorized levels for procurement and approvals. The procurement and approval process will be determined by the purchase type, as defined in this manual.

POOR PERFORMANCE? When things go wrong, don't remain silent! Remember to **DOCUMENT!!** Even if you have had on-going problems with a vendor, we will have a very hard time canceling a contract or not awarding them a new contract, unless we have proper documentation of the problem.

Section 13 PURCHASE OF PUBLIC WORK CONSTRUCTION ACTIVITIES

Public Work is all work, construction, alteration, repair, maintenance or improvement that the City has performed or contracted. It includes, but is not limited to:

- Demolition
- Remodeling
- Renovation
- Painting
- Road Construction
- Utilities Construction
- Offsite prefabrication of ducts, liners & steel products for Public Work
- Production & delivery of gravel, rock, concrete & asphalt (to a construction site)

Dollar thresholds of when competition is required are summarized below. It is the Department Heads responsibility to appoint who shall order work for their department on the City's behalf under the respective quote limits.

Whenever feasible, the city encourages the use of recycled construction materials in compliance with a law that went into effect January 1, 2016 (SHB1695), use of recycled materials in construction aggregate and concrete materials.

THRESHOLDS FOR PUBLIC WORKS:

Public Works		
≤\$75,500(S) / ≤\$ 116,155 150,000 (M)	Below an agency's bid limits, competitive bidding is not required, and agencies may seek quotes directly from individual vendors. Prevailing Wage and Insurance still required! <u>RCW 35.22.620(3)</u>	Awarded/Approved by Mayor or City Administrator
≤\$350,000	Utilize " <u>Small Works Roster</u> " process as described in <u>RCW 39.04.155</u> . <i>If not using SWR, formal competitive bidding is required for Single Craft over \$75,500, and for Multi Craft over \$116,155</i>	Up to \$250,000 Awarded/Approved by Mayor or City Administrator; More than \$250,000 City Council must award/approve
Over \$350,000	Formal competitive bidding is required as described in <u>RCW 39.04; 35.23.352</u> .	Awarded/Approved by City Council

Commented [JR1]: Add contract thresholds? Maybe below \$5k no contract required?

A. CITY LABOR FORCE

City shall not have public employees perform a public works project in excess of one hundred fifty thousand dollars (\$150,000) if more than a single craft or trade is involved with the public works project, or a public works project in excess of seventy-five thousand five hundred dollars (\$75,500) if only a single craft or trade is involved with the public works project or the public works project is street signalization or street lighting. A public works project means a complete project including equipment, supplies, and labor costs. The restrictions in this subsection do not permit the division of the project into units of work or classes of work to avoid the restriction on work that may be performed by day labor on a single project. The City may use Public Work employees to perform and execute all projects not exceeding seventy-five thousand five hundred dollars (\$75,500) if more than one craft or trade is involved, or not exceeding one hundred sixteen thousand one hundred fifty-five dollars (\$116,155) if a single craft or trade is involved. These projects include equipment, supplies, and labor costs. All projects conducted with City Labor Force must be authorized by the Public Works and/or Park & Recreation Directors and be documented in a list format for future audit.

B. ON-CALL/UNIT PRICED CONTRACTS

On Call (Work Order) Contracts (OC/WO Contracts) are bid and awarded without a specific public works project or scope of work in mind, but rather are categorized around general types of anticipated work or trades. When a specific scope of work is identified, individual work (or task) orders are authorized based on either a not to exceed time and materials basis or on a negotiated lump sum amount, using the unit prices bid by the contractor and the contractor proceeds to complete the work. Most typically, OC/WO Contracts are used for repair, renovation, and maintenance, of public facilities, all of which are included in the definition of public works in RCW 39.04.010. These contracts are typically on an annual basis, with optional renewals, (up to the maximum contract amount).

Bidding and approval thresholds apply toward the total “master” on-call contract amount. The Department Head approves individual task/work orders up to the limit established in the contract up to \$50,000. The City Administrator approves individual task/work orders up to \$250,000. Task/work orders exceeding \$250,000 must be approved by City Council.

- OC/WO contracts should be limited to a total dollar amount over the life of the contract to an amount less than an agency’s bid limits when possible.
- Requests for bids under an OC/WC contract should incorporate unit price and lump sum price bid items as much as is practical.
- Award of an OC/WO contract should be to a responsible contractor with the lowest total price based on the sum of the unit price and lump sum bid item extensions.
- Task orders (work orders) shall be completed by the Department for each new project.
- All other public work requirements apply based on contract amount and on an individual task order basis.
- If the original unit/lump sum bid items will not cover work to be accomplished, new line items may be added by change orders, or the work may be accomplished under a time and materials work order if the total contract amount will not be exceeded.

C. PUBLIC WORKS PROJECTS ≤\$75,500(S) / ≤\$150,000 (M)

If the City is not using its own work force, contracts ≤\$75,500(S) / ≤\$150,000 (M), including sales tax, may be awarded with minimal competition procedures. Minimal competition requires departments to obtain at least one written quote, although, departments are encouraged to obtain more than one. For projects \$5,000 or more, the City will require bonding, or hold 10% retainage. Contractors must adhere to the requirements of RCW 39.04.

The City may hold ten percent (10%) retainage in lieu of performance and payment bonding per RCW 39.08.010.

While the City is not required to compete work ≤\$75,500(S) / ≤\$150,000, employees are encouraged to distribute the work among qualified contractors when practical. Employees are strongly encouraged to seek the services of local, small, and disadvantaged businesses first.

The department will verify that the contractor meets all responsibility requirements of RCW 39.04.350 prior to issuance of the contract. Employees must not have contractors perform work prior to the issuance of contract.

Formal contracts must be used for any projects \$10,000 and above.

C.D. SMALL WORKS ROSTER

RCW 39.04 provides small works roster provisions to award contracts for construction, building, renovation, remodeling, alteration, repair, or improvement of real property. The Small Works Roster may be used for public works projects below three hundred fifty thousand dollars (\$350,000.00 Before Tax).

The Small Works Roster maintained by the Municipal Research and Services Center (www.mrscrosters.org) allows the City to evaluate the professional qualifications on file when a proposed project is scheduled. Use of the Small Works Roster allows the City to preclude the advertisement requirements of the formal competitive process.

Vendors/contractors selected from the Small Works Roster are not relieved from City's contract requirements.

- For contracts \$150,000 - \$350,000: Invite quotes from all contractors on Roster. If the City solicits bids from less than all the contractors listed under the appropriate category on the small works roster the City will notify the remaining contractors that quotations on the work are being sought. The City may notify the remaining contractors using any of the following options: publishing notice in a legal newspaper in general circulation in the area where the work is to be done; mailing a notice; or sending a notice by facsimile or other electronic means.
- ~~For contracts < \$150,000: Solicit quotes from all qualified contractors in a specific category on the small work roster. May utilize the direct negotiation process. Proposals will be solicited from a minimum of five (5) qualified contractors in a specific category on the small work roster. If the roster includes less than five (5) qualified contractors, then all contractors for the category will be solicited.~~
- ~~For contracts <\$35,000, a limited public works process can take the place of the SWM roster process. Electronic or written quotations will be solicited from a minimum of three (3) contractors on the small work roster.~~

- The contract must be awarded to the contractor submitting the lowest responsive quote.
- Contract award and purchases over two hundred fifty thousand dollars (\$250,000) requires approval and award of the City Council.

PROCEDURE FOR SMALL WORKS ROSTER CONTRACTS

<\$150,000 per RCW

Contractors must be notified ahead of time about the following requirements:
Responsible Bidder's Criteria, Prevailing wage, Insurance

- Department utilizes Small Works Roster at www.mrscrosters.org to obtain vendor list (obtain sign in and password from Finance).
- Department ~~may contract through direct negotiation with equitable distribution or~~ solicit quotes from all on the appropriate roster.
- Bid Bonds Optional.
- Payment/Performance Bonds Can Be Waived for projects under \$5,000.
- Retainage Can Be Waived for projects under \$5,000. For Projects over \$5,000, allow 10% retainage in lieu of bond.
- Prevailing Wage Intents/Affidavits required.
- Insurance required.

D. ~~PROCEDURE FOR "LIMITED PUBLIC WORK" per RCW~~ **39.04.155(3) (as part of Small Works Roster process) - ≤\$34,999**

~~For Limited Public Work (≤\$34,999), contractors must be given a packet of information ahead of time with requirements about Responsible Bidder's Criteria, Prevailing wage, Insurance, and some general protective clauses. (See Project Coordinator for Packet)~~

- ~~Department utilizes Small Works Roster at www.mrscrosters.org to obtain vendor list (obtain sign in and password from Finance).~~
- ~~Department solicits at least 3 informal bids (can notify all on roster).~~
- ~~No advertisement required.~~
- ~~Bid Bonds Optional.~~
- ~~Payment/Performance Bonds Can Be Waived.~~
- ~~Retainage Can Be Waived.~~
- ~~Prevailing Wage Intents/Affidavits required.~~
- ~~Insurance required.~~

~~PUBLIC WORKS PROJECTS ≤\$75,500(S) / ≤\$150,000 (M)~~

Commented [JR2]: There will no longer be a limited public work option for SWR

~~Contracts ≤\$75,500(S) / ≤\$150,000 (M), including sales tax, will be awarded with minimal competition procedures. Minimal competition requires departments to obtain at least one written quote. For these projects, the City will require bonding. Contractors must adhere to the requirements of RCW 39.04.~~

~~The City will hold ten percent (10%) retainage in lieu of performance and payment bonding per RCW 39.08.010.~~

~~While the City is not required to compete work ≤\$75,500(S) / ≤\$150,000, employees are encouraged to distribute the work among qualified contractors when practical. Employees are strongly encouraged to seek the services of local, small, and disadvantaged businesses first.~~

~~Procurement will verify that the contractor meets all responsibility requirements of RCW 39.04.350 prior to issuance of the contract. Employees must not have contractors perform work prior to the issuance of the contract.~~

E. **PROCEDURE FOR COMPETITIVE BIDS — Projects Over \$350,000 (Also applies to Single Craft projects over \$75,500 and Multiple Craft projects over ~~\$116,155~~150,000 if alternative SWR process is not used)-**
COMPETITIVE BID PROCEDURE

- **Authorization Request.** Request for authorization from City Administrator to call for bids is required except for items identified in the current approved budget. In special circumstances, the City Administrator may waive portions of the bid procedures. The “special circumstances” are limited to items where publication of bids may impinge on the safety of staff or City assets (ie: Drug Task Force vehicles).
- **Publication of Notice.** After authorization is received, the requesting department director or designee will publish the Call for Bids in the official newspaper or a newspaper of general circulation most likely to bring responsive bids at least fourteen (14) days prior to bid submittal deadline.
- **Notice Contents.** Call for bids should contain a summary of the project and a link to the full definite specifications and procedures for bidders to use to estimate their bids.
- **Bid Submittal and Opening.** Bids are submitted to the City Clerk, for date stamp and processing. Bid opening will be announced to the Mayor, City Administrator and department heads by department head or designee responsible for the project.

- Award of Bid. Except as otherwise provided herein, the City shall accept the bid of the lowest responsive bidder. Bid awards for contracts and purchases over two hundred fifty thousand dollars (\$250,000) require award by the City Council.
- Award to other than Low Bidder. When the bid award is not given to the lowest bidder, or bidder with highest score, a statement of the reasons for not selecting the lowest bid, or highest score, shall be prepared by the responsible department head for the bid and submitted to the City Administrator and filed with the records relating to the transaction.
- Rejection of Bids. The City Administrator or designee may reject without cause any and all bids and may re-advertise for bids pursuant to the procedures herein described. If no bids are received, the City Administrator or designee may negotiate the purchase with a vendor at the lowest possible cost. If the negotiated bid exceeds the current approved budget, the bid will be brought before the City Council for approval of award.
- Performance Bonds. On public works projects a performance bond in an amount as determined necessary by the assigned responsible department head to protect the best interests of the City and to assure compliance of the contract.
- Retainage: [RCW 60.28.011](#) requires agencies to withhold up to 5% of the value of a public improvement contract, not including sales tax according to Department of Revenue [ETA 3024.2013](#), as retainage until the project is completed and the contract is accepted. This provides a financial incentive for contractors to finish a project, as well as a limited amount of financial protection for the involved parties.
- Retainage Bonds: Instead of having retainage withheld from the contract payments, a contractor may opt to submit a retainage bond instead covering any or all of the amount. Retainage Bonds are recommended for City of Lake Stevens projects.

F. APPRENTICE UTILIZATION: RCW 39.04.320 requires a minimum of 15% of labor hours will be worked by WSATC registered/approved apprentices for municipality projects-.

- There must be a specific line item in the contract specifying apprentice utilization goals should be met, monetary incentives for meeting the goals, and monetary penalties for not meeting apprentice utilization goals.
- Must report the apprentice utilization by contractor and subcontractor by final project acceptance (Prevailing Wage Intents & Affidavits system - PWIA). The apprentice utilization percentage is taken **from the affidavits**, not certified payroll, or any 3rd party system.
- It is the intention of the City to follow RCW thresholds. Therefore the City will follow such thresholds. The current RCW establishes that projects over the following thresholds must utilize the 15% minimum as of the following dates:
 - July 1, 2024 – Projects estimated \$2,000,000 or more
 - July 1, 2026 – Projects estimated \$1,500,000 or more

- July 1, 2028 – Projects estimated \$1,000,000 or more

F.G. DEPARTMENT RESPONSIBILITIES TO ENSURE PREVAILING WAGE LAW IS FOLLOWED:

- **Prior to Getting an Estimate or a Quote** – Notify vendor that they are to pay prevailing wages. More information may be obtained by the vendor from the Department of Labor and Industries). The list can also be obtained online at: www.lni.wa.gov/TradesLicensing/default.asp
- **After a Vendor has been selected** – The vendor is required to file a “Statement of Intent to Pay Prevailing Wages” with the Department of Labor and Industries PRIOR TO STARTING WORK. Most vendors file online at: <http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp>

There is a fee that the Vendor will have to Pay L & I, and the completed Intents are also available online. *Note:* The vendor must insert the City Contract number in the contract number box on the Statement form.

- **After the work is completed** – The vendor must also file an “Affidavit of Wages Paid” with the Department of Labor and Industries. There is another fee that the Vendor will have to pay to L & I (**L & I has waived this for work <\$750,005,000**), and completed Affidavits are also available online. *Note:* The vendor must insert the City Contract number in the contract number box on the Statement form.

Final Payment must not be released until certified intents and affidavits have been received (and for contracts over \$35,000, Notice of Project Completion has been submitted to DOR, ESD, and L&I through Secure Access Washington (or other acceptable means) and releases have been received from all three agencies. Call Finance if you need help looking them up.

NOTE: PREVAILING WAGES FOR PROJECTS UNDER \$2,500-\$5,000

The City of Lake Stevens has the option to administer the intents and affidavits for projects under \$2,500 \$5,000 (including tax). **There is no filing fee to the vendor.** All combined intent and affidavit forms for the City must be submitted within 30 days by the Project Administrator. **Note: \$5,000 total project amount, not just labor amount.*

G.H. CHANGE ORDERS

A purchaser's written authority to the supplier to modify or add to a purchase/project. Change orders are created by Department/Project designee.

The City Administrator may authorize individual change order increases up to 20% and/or \$250,000, whichever is less, over the amount of the originally approved contract. Change order must not increase total contract amount to more than the approved budget without Council approval. Change orders more than 20% and/or \$250,000, and/or those that cause the project to go over the budgeted amount, must receive pre-approval from City Council. Should a change order be required in the field, the Public Works staff person acting as project manager, may authorize the change if necessary. It must then be dually signed by the City Administrator in a timely manner. If the change order would cause the contract to go over budget or is more than a 20% and/or \$250,000 increase, the request must be pre-approved by Council and an amended contract may be necessary.

H.I. FINAL PROJECT ACCEPTANCE

The City Administrator is authorized to formally accept all projects as Final. The City Administrator may discretionarily defer any final project acceptance to City Council for approval.

Section 14 PURCHASE OF ARCHITECT AND ENGINEERING SERVICES

Architectural and Engineering consultants are initially selected based upon their qualifications, rather than price (see RCW 39.80.050). The City will negotiate a contract with the most qualified firm at a price which the City determines is fair and reasonable. In making its determination, the City shall take into account the estimated value of the services to be rendered as well as the scope, complexity, and professional nature. If the City is unable to negotiate a satisfactory contract with the firm selected at a price the City determines to be fair and reasonable, negotiations shall be terminated, and the City shall begin negotiations with the next highest qualified firm. These services are to be acquired under the authority and procedures outlined in chapter RCW 39.80. Procedures set forth in RCW 39.80 shall be followed for contracts for architectural and engineering services.

The City may use MRSC Consultant Roster for architectural, engineering, and surveying services.

THRESHOLDS FOR ARCHITECT AND ENGINEERING SERVICES:

Architect and Engineering Services	
\$ - 0 - \$250,000	Awarded/Approved by Mayor or City Administrator
Over \$250,000	Awarded/Approved by City Council

Section 15 PURCHASE OF ORDINARY OR "PURCHASED" SERVICES

"Ordinary/Purchased Services" are those provided by vendors for routine, necessary and continuing functions of a local agency, mostly relating to physical activities. **There are lots of ordinary services that require prevailing wages - - Check with L&I.**

Repetitive, routine, or mechanical in nature - following established or standardized procedures

- Contribute to the day-to-day business operations
- Completion of assigned and specific tasks,
- Decision-making is routine or perfunctory in nature.
- May require payment of prevailing wages

Examples include:

- Delivery/courier service
- Building maintenance (janitorial)
- Landscaping
- Herbicide application service
- Vehicle inspection, lubricating and repair services
- HVAC system maintenance service (without repair)

THRESHOLDS FOR ORDINARY OR "PURCHASED" SERVICES (*Recommended*):

There is not a state law requiring competition when procuring Purchased Service, however it is at the City Council's discretion to direct. It is recommended that the thresholds be followed below, but not required (**unless paying for services with federal funding**). The City Administrator or Mayor may require certain purchases follow the competitive thresholds.

PURCHASE OF ORDINARY OR "PURCHASED" SERVICES		
\$0 - \$49,999	Competition is not required. Department is encouraged to obtain multiple quotes (phone or written quotes).	City Administrator/Mayor awards and approves yet, Department Heads may award and approve up to \$50,000 if contract meets criteria as established under the Signature Authority section.
\$50,000 to \$250,000	Obtain 3 Written Quotes.	City Administrator/Mayor award and approve
Over \$250,000	Formal RFP -May be Sealed or Not-	City Council award and approval

~~Section 14~~Section 16 PURCHASE OF PROFESSIONAL SERVICES

“Professional Service Contract” means an agreement with an independent contractor for providing professional services to the City.

There is not a state law requiring competition when procuring Professional Service Contracts, however it is at the City Council’s discretion to direct. It is recognized professional services can vary widely depending on the need and scope. In addition, professional services may require trust and confidentiality between the vendor and City and therefore competitive purchasing of professional services may not be in the City’s best interest. Therefore, competition is recommended but not required. However, the Mayor or City Administrator may override the department head and require competitive pricing.

The Risk Manager and Attorney must review, if said contracts deviate from the approved contract template.

THRESHOLDS FOR PROFESSIONAL SERVICES (*Recommended Only* – Unless Federally Funded):

PURCHASE OF PROFESSIONAL SERVICES		
\$ 0 - \$49,999	Competition is not required. Department is encouraged to obtain multiple quotes (phone or written quotes)	City Administrator/Mayor awards and approves yet, Department Heads may award and approve up to \$50,000 if contract meets criteria as established under the Signature Authority section.
\$50,000 - \$250,000	Solicit 3 Written Quotes.	City Administrator/Mayor award and approve
Over \$250,000	Formal RFP - <i>May be Sealed or Not</i>	City Council award and approve

~~Section 15~~Section 17 PURCHASE OF PERSONAL SERVICES

A “Personal Service Contract” is an **employment contract** with an independent contractor for providing personal services to the City. Personal Service means hiring a consultant to provide professional or technical expertise to accomplish a specific study, project, task or other work statement according to RCW [39.29.006](#).

If required, a minimum of three quotes must be solicited for estimated between \$50,000 and \$250,000. An RFP/RFQ process is required when the total cost in a calendar years' time exceeds \$250,000. The City may use MRSC Consultant Roster for professional services.

The Risk Manager and Attorney must review, if said contracts deviate from the approved contract template.

THRESHOLDS FOR PERSONAL SERVICES (*Recommended*):

There is not a state law requiring competition when procuring Purchased Service, however it is at the City Council's discretion to direct. It is recommended that the thresholds be followed below, but not required (**unless paying for services with federal funding**). The City Administrator or Mayor may require certain purchases follow the competitive thresholds.

PURCHASE OF PERSONAL SERVICES		
\$ 0 - \$49,999	Competition is not required. Department is encouraged to determine price is fair and reasonable and document in department files.	City Administrator/Mayor awards and approves yet, Department Heads may award and approve up to \$50,000 if contract meets criteria as established under the Signature Authority section.
\$50,000 to \$250,000	Solicit 3 Written Quotes.	City Administrator/Mayor award and approval
Over \$250,000	Formal RFP - <i>May be Sealed or Not</i>	City Council award and approval

Section 16 Section 18 HOW TO LEASE

1. Bids are *not* required on equipment leases.
 - a. Fiscal Approval - Review proposals with the Finance Dept. prior to budgeting the expense. Lease-to-own purchases are to be budgeted and accounted for as if the total expense is to be incurred when the item is purchased.
 - b. Lease Approval - City Administrator must approve all Equipment Leases over \$50,000 and/or more than 1 year in duration. City Administrator may opt to send lease to Council for approval if so desired.
2. A lease of property (equipment) with **option to purchase** that is valued at more than \$50,000 is subject to competitive bidding. See "purchasing" thresholds for bidding requirements.
3. **Lease vs. Rent:** Leasing is generally used for mid to long-term contracts. Renting is usually a short-term solution that is more casual and can be approved by the Department Head.
4. **All lease agreements need to be provided to the finance department for proper analysis of any reporting standards required.**

~~Section 17~~Section 19 EXEMPTIONS TO COMPETITIVE BIDDING REQUIREMENTS

- **Sole Source Vendor.** Purchases which by their nature are not adapted to competitive bidding, such as items which, as to meet a specific need or criteria as determined by the City, may only be purchased from a single source, shall not be subject to the competitive bidding requirements of this policy. Purchases above the threshold requiring multiple quote or bids, from a sole source vendor require prior approval of the City Administrator or designee. Follow procedures for declaring Sole Source.
- **Repair and Ordinary Maintenance.** Purchases for ordinary maintenance, repairs, or additions to City equipment which may be more efficiently added to by a certain person or firm, shall not be subject to the competitive bidding requirements of this policy.
- **Purchasing Involving Special Facilities or Market Conditions.** The City Administrator may waive established bidding requirements if an opportunity arises to purchase favorably priced equipment at an auction, or supplies or used goods that will be sold before the City can conduct the bid process when over bid thresholds. Written documentation of the special condition must be prepared for justification of the purchase and waiver of bidding requirements and approved by Council via Resolution. Market conditions can also mean lack of competition. For example, during the COVID pandemic certain items were of short supply and sometimes were unavailable for several years. If there is reasonable evidence that formal bidding would be futile due to market conditions and lack of potential competition, this can be seen as an exception due to market conditions. Other unforeseeable circumstances may arise that are not explicitly addressed, but if there is reasonable evidence and documentation to show competition would be futile, other circumstances may meet this requirement.
- **Purchase of insurance or bonds**
- **Surplus Property.** The City may by agreement acquire surplus property from another government without the use of bids (RCW 39.33.010).
- **Inter-local Agreements in Letting of Contracts for Commodities or Services (Piggybacking).** RCW [39.34.030](#) permits governmental agencies to utilize other entities' contracts without going to bid. Contact Finance to determine if interlocal purchasing is feasible for your department's particular need. The following criteria must first be met:
 - There must be an Interlocal Agreement, approved by Council and/or Mayor, and signed by both parties, on file with the City Clerk.
 - It must be a current contract with interlocal language included.
 - It must have been advertised on the entity's web page and competitively bid.
 - The government entity, and the vendor, must be willing to share their contract pricing.
 - A complete copy of the contract must have been reviewed by Finance.
 - Department will set up a bid file, as directed by the Finance Department, and track as if it were our own bid process.

- **Emergency Purchases.** In the event of an emergency in accordance with RCW 39.26.130, the City Council, City Administrator or designee may declare an emergency situation exists, waive competitive bidding requirements, and award necessary contracts on behalf of the municipality to address the emergency situation. If a contract is awarded without competitive bidding due to an emergency, a written finding of the existence of an emergency must be made by the governing body or designee and duly entered of record no later than two weeks following the award of the contract.
- **Real Property.** Acquisition of real property is exempt from the competitive bidding requirements of this policy. Upon approval of the City Council, the City Administrator may proceed to acquire real property through negotiation. Such negotiations shall be based upon an independent fee appraisal of the property. The City shall not pay more than fair market value for real property without prior Council approval. If the property is acquired in part or in whole with Federal Funds, such acquisition shall additionally comply with the Uniform Real Property Acquisition and Relocation Assistance Act of 1970, as amended.

Section 20 HOW TO DECLARE A SOLE SOURCE (OR SINGLE SOURCE):

FINANCE DEPARTMENT INVOLVEMENT REQUIRED. On a case by case basis, the bid or quote requirement may be waived and a sole/single source purchase approved, in accordance with RCW 39.04.280. There should be careful deliberation before going to a sole/single source as this type of purchase eliminates competition and tends to drive prices up.

This typically requires a twostep process. A “sole/single source” references a supplier, a “sole product” references a specific type of product. The City must FIRST document the reasoning for a sole product. Once we document a sole product, then it must be determined if the product is only provided by one supplier and documentation must be retained to determine how that supplier meets the sole/single source criteria below.

Authority to Approve Sole/Single Source Purchases

City Administrator or Mayor..... \$50,000 to \$250,000

City Council..... Over \$250,000

A **sole** source is where there is only ONE supplier of the product or service. A **single** source is where the vendor is “one vendor amongst others”, when other competitive sources may be available.

A sole/single source purchase may be approved if one or more of the following conditions are met:

- **Standardization or compatibility** to existing City standard or to existing equipment, inventory, systems, data, programs or service. Must be evaluated for cost benefit and/or safety.
- **Licensed or patented** product with only one dealer (and the license or patent is paramount to your procurement).
- **Only** authorized Service Provider, Repair and/or Warranty Services, e.g. warranty may be negated if you let someone else work on it.
- **Unique design:** Requires unique features that are essential, aesthetic requirements, or not practical to match to existing design or equipment. Document the unique specifications that are needed, which will drive the research in finding a product that fits the specific needs of your department.
- **Special Market conditions:** Can be used to purchase items at auction ([RCW 39.30.045](#)) or other items that are offered at a very favorable price and will be sold before an entity will have a chance to complete the bidding process (e.g. a flood is coming and you must obtain sandbags immediately) or perhaps funds must be expended immediately, or there is a critical delivery date.

NOTE: Any sole/single source utilizing **Federal Grant money** must also include 1) Written responsibility determination for the successful contractor and; 2) Basis for contract price (**Cost Price Analysis**). Each Grantee must evaluate and state its justification for the contract cost or price.

Section 19 Section 21 DISPOSAL OF SURPLUS (REFERENCE LSMC 2.92)

Upon recommendation of a Department Head, real or personal property, or equipment with an estimated value under \$15,000, may be declared surplus by the Mayor or City Administrator as designee, or by City Council for property with an estimated value of \$15,000 or greater, upon one or more of the following criteria:

- The City has or soon will have no foreseen practical and efficient use for the property.
- The purpose served by the property can be accomplished by use of a better, more effective or more efficient alternative.
- The purpose serviced by the property no longer exists as determined by a change of policy evidenced by an ordinance or resolution of the City Council.
- The property is damaged, worn out, otherwise inoperable and the cost of repairing the same is unwise or impractical
- If the value of the property, the City is seeking to surplus is greater than \$50,000, then pursuant to [RCW 39.33.020](#) a public hearing is required.
- Additionally, RCW 35.94.040 requires whenever a city shall determine, by resolution of its legislative authority, that any lands, property, or equipment originally acquired for public utility purposes is surplus to the city's needs and is not required for providing continued public utility service and, in the case

~~of personal property or equipment, has an estimated value of greater than fifty thousand dollars, then such legislative authority by resolution and after a public hearing may cause such lands, property, or equipment to be leased, sold, or conveyed. Such resolution shall state the fair market value or the rent or consideration to be paid and such other terms and conditions for such disposition as the legislative authority deems to be in the best public interest. that a public hearing be held if property (real estate or personal property) originally purchased for utility purposes is no longer needed for that use and the city desires to lease, sell or convey the property. A hearing is required regardless of the value of the property.~~

Commented [MH3]: Add language from 2023 updates

~~Section 20~~Section 22 TRADE-INS

Trade-Ins are allowed on new purchases if approved by Finance in advance. Trade-Ins must be negotiated, documented at "Fair Market Value" by the Department, and declared surplus ahead of time by the Mayor, or City Administrator as designee, if under \$15,000 and City Council if over \$15,000.

Fair Market Value can be obtained by finding comparable units that have been sold at online auctions, e.g. www.publicsurplus.com, www.Ebay.com, www.rockanddirt.com, www.ironplanet.com or other online sources such as Edmonds.com, Kelley Blue Book, or NADA. www.govdeals.com is a good place to find auction results for comparable products.

~~Section 21~~Section 23 FEDERAL CODE OF CONDUCT

PURPOSE -- The purpose of the Code of Conduct is to ensure the efficient, fair and professional administration of federal grant funds in compliance with 2 CFR §200.112, 2 CFR §200.318 and other applicable federal and state standards, regulations, and laws.

APPLICATION -- This Code of Conduct applies to all elected officials, employees or agents of the City of Lake Stevens engaged in the award or administration of contracts supported by federal grant funds

REQUIREMENTS -- No elected official, employee or agent of the City of Lake Stevens shall participate in the selection, award or administration of a contract supported by federal grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award:

- The City employee, elected official, or agent; or
- Any member of their immediate family; or
- Their partner; or
- An organization which employs or is about to employ any of the above.

The City of Lake Stevens's elected officials, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors or subcontractors.

REMEDIES -- To the extent permitted by federal, state or local laws or regulations, violation of these standards may cause penalties, sanctions or other disciplinary actions to be taken against the City of Lake Stevens's elected officials, employees or agents, or the contractors, potential contractors, subcontractors or their agents. Any potential conflict of interest will be disclosed in writing to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.

~~Section 22~~Section 24 FEDERAL AWARDS STANDARDS

PURPOSE

Establish and maintain internal controls that provide reasonable assurance that Federal awards are being managed in compliance with all Federal regulations and with the terms and conditions of the award. The City of Lake Stevens will follow the Uniform Guidance, the Local Agency Guidelines (LAG) distributed by The Washington State Department of Transportation (WSDOT), Government Accountability Office Standards for Internal Control in the Federal Government (the Green Book) and the Committee of Sponsoring Organizations of the Treadway Commission's (COSO) Internal Control – Integrated Framework Principles.

INTERNAL CONTROLS

The City of Lake Stevens will maintain effective internal control over the Federal award providing reasonable assurance that the City of Lake Stevens is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.

- Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive.

CERTIFICATION

To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set

forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.”

ADVANCE PAYMENTS AND REIMBURSEMENTS

Payment methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the City of Lake Stevens whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means.

- Advanced payments must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the City of Lake Stevens to carry out the purpose of the approved program or project. Any advanced payments must be consolidated to cover anticipated cash needs.
- The City of Lake Stevens shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs.

ALLOWABLE COSTS

Federal awards will meet the following general criteria in order to be allowable except where otherwise authorized by statute:

- Be necessary and reasonable for the performance of the Federal award;
- Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items;
- Be consistent with policies and procedures that apply uniformly to both Federally-financed and other activities of the City of Lake Stevens;
- Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.;
- Not be included as cost or used to meet cost sharing or matching requirements of any other Federally-financed program in either the current or a prior period;
- Be adequately documented.

PROCUREMENT

When procuring property and services under a Federal award, the City of Lake Stevens will follow 2 CFR §200.318 General procurement standards through §200.326 Contract provisions or City of Lake Stevens purchasing procedures whichever is more restrictive.

Contracts for more than the simplified acquisition threshold currently set at \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

Contracts and sub-grants of amounts in excess of \$250,000 requires that the City of Lake Stevens will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Verify and document that vendors are not suspended or debarred from doing business with the Federal government. Federal guidelines require grant recipients to ensure vendors with contracts or purchases exceeding \$25,000 are not suspended or debarred from participating in federal programs. All City purchases and contracts issued from federal resources that exceed \$25,000 are subject to these guidelines.

Before initiating any purchases or contracts with federal funds that exceed, or **may potentially exceed \$25,000 within the fiscal year**, the responsible administrator shall verify that the vendor is not listed on the System for Award Management (SAM) Exclusion list by checking at <https://www.sam.gov/portal/SAM/##11>. If the vendor is listed on the EPLS the administrator shall not complete the purchase or contract with the vendor. If the EPLS shows no records for the vendor, print the screen, retain a copy in the department files and proceed to process a requisition.

NOTE: Washington State Department of Enterprise Services (DES) does not check for suspension or debarment on State bid contracts.

SIMPLIFIED ACQUISITION THRESHOLD (SAT)

If a purchase will exceed the SAT, the responsible department must perform and document a cost price analysis PRIOR to formal bidding.

SINGLE AUDIT ACT

The City of Lake Stevens, as a recipient of Federal funds, shall adhere to the Federal regulations outlined in 2 CFR §200.501 as well as all applicable Federal and State statutes and regulations.

CLOSURE

A project agreement end date will be established in accordance with 2 CFR §200.309. Any costs incurred after the project agreement end date are not eligible for Federal reimbursement.

The following table outlines procurement requirements when using Federal funds.

Procurement Method	Goods	Services
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Micro-Purchase – No required quotes. However, must consider price as reasonable, and, to the extent practical, distribute equitably among suppliers.	Must use more restrictive \$10,000 federal threshold (\$2,000 in the case of acquisition for construction subject to the Davis-Bacon Act)	Must use more restrictive \$10,000 federal threshold (\$2,000 in the case of acquisition for construction subject to the Davis-Bacon Act)
Small Purchase Procedures (Informal) – Obtain/document quotes from a reasonable number of qualified sources (at least three).	\$10,000 - \$250,000 (Non-Public works projects) ≤\$75,500 (Single trade PW) ≤\$116,155 (Multi trade PW) Must use more restrictive City threshold instead of \$250,000 Federal threshold	\$10,000 - \$250,000 (Non-Public works projects) ≤\$75,500 (Single trade PW) ≤\$116,155 (Multi trade PW) Must use more restrictive City threshold instead of \$250,000 Federal threshold
Sealed Bids / Competitive Bids (Formal)	\$250,000 or more (Non-Public works projects) ≥\$75,500 (Single trade PW) ≥\$116,155 (Multi trade PW) Must use more restrictive City threshold instead of \$250,000 Federal threshold	\$250,000 or more (Non-Public works projects) ≥\$75,500 (Single trade PW) ≥\$116,155 (Multi trade PW) Must use more restrictive City threshold instead of \$250,000 Federal threshold
Competitive proposals	Used when conditions are not appropriate for the use of sealed bids. • Must publicize request for proposals soliciting from an adequate number of qualified sources • Maintain written method for conducting technical evaluations • Contract must be awarded to the responsible firm whose proposal is most advantageous to the program	
Non-competitive proposals	Appropriate only when: • Available only from a single source; or • Public emergency; and • Expressly authorized by awarding or pass-through agency in response to written request from the City of Lake Stevens; or • After soliciting a number of sources, competition is deemed inadequate.	

Section 23 Section 25 DEFINITIONS

Adequate Appropriation Balance -- Sufficient balance existing in the appropriation line item against which the purchase order is to be charged.

Appropriation -- City Council authorization to expend funds for a specific purpose

As Is -- A term indicating that goods offered for sale are without warranty or guarantee. The purchaser has no recourse on the seller for the quality or condition of the goods.

Bid -- A written proposal submitted by a bidder to furnish supplies, materials, equipment and other property in conformity with the owner's specifications and conditions included in a request for bids by the City.

Bidding -- Procedure used to solicit quotations on price from various prospective providers of supplies, materials, equipment, and other property.

Budget -- A legal planning document that forecasts the financial resources of a government and authorizes the spending of those resources for a fiscal period.

Budget Amendment -- A mechanism used to revise the legally binding appropriations of budgeted funds.

Budget Adjustment -- A mechanism for the Finance Director to transfer legal appropriations within a fund. Legal appropriations are not budgeted by line item, so City Council approval is not required.

Capital Equipment -- Equipment of the City having an initial value of five thousand dollars (\$5,000.00) or more and an estimate useful life of more than three years (3) year.

Cash Discount -- A discount offered to the City to encourage payment of an invoice on or before its due date.

Change Order -- A purchaser's written authority to the supplier to modify or add to a purchase/project

Contract -- A contract is a legally binding and enforceable agreement between two or more parties stating the terms and conditions for an exchange of something of value (usually money, goods, or services) between the parties. A contract can take many different forms, ranging from major, heavily negotiated written contracts to a simple PO or telephone order for goods or services. Legal Counsel should be contacted if there is uncertainty as to the need for a written contract and how to go about it. Only the Mayor and City Administrator, as designee, of the City of Lake Stevens have the authority to sign contracts UNLESS they have delegated their authority over to an individual when certain criteria is met.

Controlled Commodity -- Items which may fall under the quote dollar limit that require approval from designated people, i.e. office products, communication equipment and computer equipment.

Emergency -- Unforeseen circumstance beyond the control of the City that (a) present a real, immediate threat to the proper performance of the essential functions; and/or (b) may result in material loss, damage to property, bodily injury, or loss of life, if prompt action is not taken.

Expediting -- Attempt to reduce the contractually agreed upon delivery time of a product.

Final Project Acceptance -- Formal acceptance that the work on a project is complete. Needed prior to completed Notice of Completion and triggers dates for release of bonds, etc.

Ordinary Maintenance -- The furnishing of labor, time, or effort by a contractor or vendor not performed by contract and that is performed on a regularly scheduled basis, to service, check, or replace items that are not broken; or work performed by contract that is not regularly scheduled but is required to maintain the asset so that repair does not become necessary, and not involving the delivery of any specific end product, other than reports that are incidental to the required performance

Payment Discount -- See Cash Discount.

Personal Service Contract -- An employment contract with an independent contractor for the rendering of personal services to the City. Only the Mayor and City Administrator, as designee, of the City of Lake Stevens have the authority to sign contracts UNLESS they have delegated their authority over to an individual when certain criteria is met.

Prevailing Wage Rate -- The rate of hourly wage, usual benefits, and overtime paid in the locality, to the majority of workers, laborers, or mechanics, in the same trade or occupation; required to be paid on all public work and public building service maintenance contracts.

Professional Service Contract -- An agreement with an independent contractor for the rendering of professional services to the City. The City does not provide direction to the provider. The City states a goal and objective and the provider, under his own direction, accomplishes the goal.

Public Work -- A project including all work, construction, alteration, repair or improvement other than ordinary maintenance executed at the cost of the City.

Purchase Order (PO) -- Official document used in authorizing the encumbrance of City funds toward a purchase.

Request For Proposals -- Similar to the formal bid process, except that, factors other than price are used to award the contract.

Requisition -- A standard form providing detailed information as to quantity, description, estimated price, possible vendors, fund account, signature and other information necessary to make a purchasing decision.

Responsible Bidder -- Contractor, supplier, or vendor that substantially meets the following criteria as determined by the responsible Director of the purchase, (1) has adequate financial resources to perform a contract, (2) is able to comply with the associated legal or regulatory requirements, (3) is able to deliver according to the contract schedule, (4) has a history of satisfactory performance, (5) has good reputation regarding integrity, (6) has or can obtain necessary data, equipment, and facilities, and (7) is otherwise eligible and qualified to receive award if its bid is chosen.

Rotation -- Identifying a contractor not previously awarded in in the same project type and category.

Sealed Bid (Formal Bid) -- An advertised solicitation for a requirement in which the cost exceeds the bid limit. The bids are opened during a public opening.

Simplified Acquisition Threshold --The dollar amount below which a non-Federal entity may purchase property or services using small purchase methods.

Small Works Roster -- A process through which there is competition following notification to some or all public works contractors who have requested placement on a roster kept by the local government agency, or a contracted service agency, in which price is the primary basis for consideration and contract award.

Specification -- A clear, complete, and accurate statement of the technical requirements descriptive of a material, an item, or a service.

Standardization -- When it is necessary to standardize to one type of item because of uniformity or interchangeable parts issues. Authorization for standardization is obtained from Finance.

CITY COUNCIL STAFF REPORT



Agenda Date: 7/16/2024

Subject: Resolution No. 2024-09 Establishing a Small Works Roster Process, and Repealing Resolution No. 2018-16

Contact Person/Department: Barb Stevens, Finance

Budget Impact: N/A

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

ADOPT: Resolution No. 2024-09 Establishing a Small Works Roster Process, and Repealing Resolution No. 2018-16

SUMMARY/BACKGROUND:

Legislation regarding contracting for public works and professional services allows certain contracts to be awarded by a small works roster process. In order to implement small works roster processes, the City is required to adopt a resolution establishing certain procedures outlined in the Revised Code of Washington.

The City Council adopted Resolution 2018-16 establishing the small works and consulting service roster and contracting with the Municipal Research and Service Center of Washington (MRSC), which developed and maintains a statewide roster.

Resolution 2024-09 repeals resolution 2018-16 and adopts the small works and consulting service roster processes. This resolution eliminates much of the procedural information from the previous resolution as the procedures and requirements for use of the Small Works Roster are included in the updated Comprehensive Procurement Policy 302.

Significant updates to the Small Works Roster include:

- A section was added to discuss the procedures for small works roster contractors under \$150,000.
- Deleted procedures for "Limited Public Works" as this is no longer an option under the SWR process.
- Apprentice Utilization – Added section in accordance with RCW 39.04.320 that requires certain projects to have a minimum of 15% of apprentice work force with future thresholds.

Recent legislative changes allow for a "direct contracting" option for selecting vendors for contracts under \$150,000 if specific procedures are adopted by the municipality. In addition to these procedures, the municipality must establish and implement a Business Utilization Plan and report annually on its use and needed improvements. Further review of the requirements and potential benefits is needed before utilization. The City is not recommending the adoption of this option at this time as our current procurement policy thresholds allow for more flexibility than this option.

APPLICABLE CITY POLICIES:

LSMC 3.50; RCW 35A.40.210; RCW 35.22.060; RCW 39.04.155

ATTACHMENTS:

1. 2024-09 MRSC Small Works Roster
2. 2018-16 MRSC Small Works Roster - TO BE REPEALED

CITY OF LAKE STEVENS
Lake Stevens, Washington

RESOLUTION 2024-09

A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON, ESTABLISHING A SMALL PUBLIC WORKS ROSTER AND THE AUTHORITY TO USE THE ROSTER PROCESS TO AWARD SMALL PUBLIC WORKS CONTRACTS, A CONSULTANT SERVICES ROSTER FOR GENERAL CONSULTING AND OTHER PROFESSIONAL SERVICES

WHEREAS, RCW 39.04.151-155 and other laws regarding contracting for public works by municipalities, allow certain contracts to be awarded by a small works roster process; and

WHEREAS, to be able to implement small works roster processes, the City is required by law to adopt a resolution establishing specific procedures; and

WHEREAS, chapter 39.80 RCW and other laws regarding contracting for consulting services by municipalities allow certain contracts to be awarded by a consultant roster process; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Resolution No. 2018-16 is hereby repealed, as it is replaced by this Resolution.

Section 2. MRSC Rosters.

The City hereby elects to use the statewide small works roster established under RCW 39.04.151(2) and administered by the Municipal Research Services Center of Washington (MRSC). In addition, paper and/or electronic rosters may be kept on file by appropriate City departments.

Section 3. Small Works Rosters

The City adopts the following to use in the management and awards of small public works projects as allowed under RCW 39.04.152. The City will maintain separate procedures and contracting templates for small works roster contracts.

1. **Cost.** The City may forgo formal sealed bidding procedures for the construction, building, renovation, remodeling, alteration, repair, or improvement of real property where the estimated cost does not exceed Three Hundred Fifty Thousand Dollars (\$350,000.00), which includes the costs of labor, material, equipment and sales and/or use taxes as applicable. Instead, the City may use the small works roster procedures for public works projects as set forth herein.
2. **Annual Notification and Invitation.** At least once a year, MRSC shall, on behalf of the City publish in a newspaper of general circulation within the municipality's jurisdiction a notice of the existence of the small works roster and invite contractors to register on the statewide small works roster. Additionally, as required by RCW 39.04.151(1)(c), MRSC will notify the Office of Minority and Women's Business Enterprise (OMWBE) directory of certified firms and invite small businesses to apply to the roster. MRSC shall add responsible contractors to the small works roster at any time that a contractor completes the online application provided by MRSC and meets minimum State requirements for roster listing.

3. **Procedures.** The City's small works roster procedures will be established through the City's Comprehensive Procurement Policy.

Section 4. Consulting Services Rosters

1. **Consulting Services.** Consultant services can be "personal services" such as technical expertise, studies, project management, planning, or similar, or "architecture and engineering services" or "professional services" services as defined by chapter 39.80 RCW. For all services, the City reserves the right to procure using methods other than formal sealed bidding (low bid) as afforded under RCW 39.04.190.
2. **Soliciting to join the Consultant Roster.** MRSC Rosters, as provided as part of their membership service, will publish twice a year, in a newspaper of general circulation within the City's county, a notice of the existence of the Consultant Roster and solicit consultants to join on our behalf. (RCW 39.04.190(2))
3. **Procuring Consultants.** The City adopts the following as policies, procedures or similar when contracting for consultant services. The City will maintain separate procedures and contracting templates for consulting roster contracts.
 - A. **Personal Services.** Personal consultants, firms and individuals that provide subject matter expertise, or services more intellectual in nature such as studies, accounting, legal, project management, or similar shall be procured using a Request for Proposal (RFP). Selection should be based on the best value provided to the City and include scoring on experience and expertise in the field or industry needed, a proposed approach to completing services, capabilities of the businesses staff, time, and cost to complete the work.
 - B. **Professional Services.** Professional architecture and engineering services shall be procured under the requirements of chapter 39.80 RCW, using the MRSC Consultant Roster. Procuring professionals will be through a Request for Qualification (RFQ) and/or Request for Proposals (RFP) with Qualifications. Price and/or the cost of the professional services will be 10% or less of the overall score. Selection criteria should clearly define the scope of services and the details on how the City will determine the most qualified professional (or firm), which will be different depending on the City need. Further, selection criteria shall include a plan, as appropriate, to include minority and women-owned firms, small business, and veteran-owned firms to the maximum extent practicable.
4. **Procedures.** The City's consultant roster procedures will be established through the City's Comprehensive Procurement Policy.

PASSED by the City Council of the City of Lake Stevens this 16th day of July, 2024.

Brett Gailey, Mayor

ATTEST:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

CITY OF LAKE STEVENS
Lake Stevens, Washington

RESOLUTION 2018-16

A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON, ESTABLISHING A SMALL WORKS ROSTER PROCESS TO AWARD PUBLIC WORKS CONTRACTS AND A CONSULTING SERVICES ROSTER FOR ARCHITECTURAL, ENGINEERING, SURVEYORS AND OTHER PROFESSIONAL SERVICES.

WHEREAS, RCW 39.04.155 and other laws regarding contracting for public works by municipalities, allow certain contracts to be awarded by a small works roster process; and

WHEREAS, in order to be able to implement small works roster processes, the City is required by law to adopt a resolution establishing specific procedures; and

WHEREAS, RCW 39.80.030 requires that an agency publish in advance that agency's requirement for professional services and that one of the ways to accomplish that notification is to announce generally to the public its projected requirements for any category or type of professional services and request qualification statements to be kept on file with the agency;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Resolution No. 2007-24 is hereby repealed, as it is replaced by this Resolution.

Section 2. MRSC Rosters. The City wishes to contract with the Municipal Research and Services Center of Washington (MRSC) to adopt for city use those state wide electronic databases for small works roster and consulting services developed and maintained by MRSC and authorizes the Mayor to sign that contract. In addition, paper and/or electronic rosters may be kept on file by appropriate City departments.

Section 3. Small Works Rosters

The following small works roster procedures are established for use by the City pursuant to RCW 39.04.155:

1. **Cost.** The City may forgo formal sealed bidding procedures for the construction, building, renovation, remodeling, alteration, repair, or improvement of real property where the estimated cost does not exceed Three Hundred Thousand Dollars (\$300,000.00), which includes the costs of labor, material, equipment and sales and/or use taxes as applicable. Instead, the City may use the small works roster procedures for public works projects as set forth herein. The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small works roster process.
2. **Publication.** At least once a year, on behalf of the City, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the roster or rosters and solicit the names of contractors for such roster or rosters. Responsible contractors shall be added to appropriate MRSC roster or rosters at any time that they submit a written

request and necessary records. The City may require master contracts to be signed that become effective when a specific award is made using a small works roster.

3. **Telephone or Written Quotations.** The City shall obtain telephone, written or electronic quotations for public works contracts from contractors on the appropriate small works roster to assure that a competitive price is established and to award contracts to a contractor who meets the mandatory bidder responsibility criteria in RCW 39.04.350(1) and may establish supplementary bidder criteria under RCW 39.04.350 (2).

a) A contract awarded from a small works roster need not be advertised. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation.

b) Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. "Equitably distribute" means that the City may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services.

If the estimated cost of the work is from one hundred fifty thousand dollars (\$150,000) to three hundred thousand dollars (\$300,000), the City may choose to solicit bids from less than all the appropriate contractors on the appropriate small works roster but must notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. The City has the sole option of determining whether this notice to the remaining contractors is made by:

- (i) publishing notice in a legal newspaper in general circulation in the area where the work is to be done;
- (ii) mailing a notice to these contractors; or
- (iii) sending a notice to these contractors by facsimile or email.

c) At the time bids are solicited, the City representative shall not inform a contractor of the terms or amount of any other contractor's bid for the same project;

d) A written record shall be made by the City representative of each contractor's bid on the project and of any conditions imposed on the bid. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.

4. **Limited Public Works Process.** If a work, construction, alteration, repair, or improvement project is estimated to cost less than thirty-five thousand dollars (\$35,000), the City may award such a contract using the limited public works process provided under RCW 39.04.155 (3). For a limited public works project, the City will solicit electronic or written quotations from a minimum of three contractors from the appropriate small works roster and shall award the contract to the lowest responsible bidder as defined under RCW 39.04.010. After an award is made, the quotations shall be open to public inspection and available by electronic request.

For limited public works projects, the City may waive the payment and performance bond requirements of Chapter 39.08 RCW and the retainage requirements of Chapter 60.28 RCW, thereby assuming the liability for the contractor's nonpayment of laborers, mechanics, subcontractors, materialmen, suppliers, and taxes imposed under Title 82 RCW that may be due from the contractor for the limited public works project. However, the City shall have the right of recovery against the contractor for any payments made on the contractor's behalf.

The City shall maintain a list of the contractors contacted and the contracts awarded during the previous 24 months under the limited public works process, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded.

5. **Determining Lowest Responsible Bidder.** Pursuant to awarding thresholds set forth in the Comprehensive Procurement Policy, the Mayor, City Administrator, or City Council shall award the contract for the public works project to the lowest responsible bidder provided that, whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the City may call for new bids. A responsible bidder shall be a registered and/or licensed contractor who meets the mandatory bidder responsibility criteria established by Chapter 133, Laws of 2007 (SHB 2010) and who meets any supplementary bidder responsibility criteria established by the City.

6. **Award.** All of the telephone bids or quotations shall be collected and presented at the same time to the Mayor, City Administrator, or City Council pursuant to the awarding thresholds set forth in policy, for consideration, determination of the lowest responsible bidder, and award of the contract.

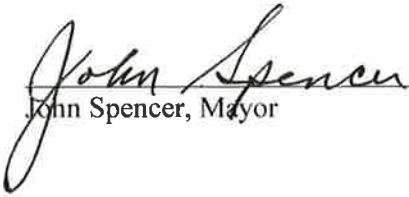
Section 4. Consulting Services Rosters

1. **Consulting Services.** Consulting services are professional services that have a primarily intellectual output or product and include architectural and engineering services as defined in RCW 39.80.020.

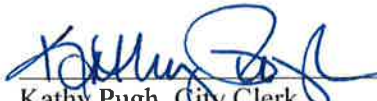
2. **Publication.** At least once a year, on behalf of the City, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the consulting services roster or rosters and solicit statements of qualifications from firms providing consulting services. Such advertisements will include information on how to find the address and telephone number of a representative of the City who can provide further details as to the City's projected needs for consulting services. Firms or persons providing consulting services shall be added to appropriate MRSC roster or rosters at any time that they submit a written request and necessary records. The City may require master contracts to be signed that become effective when a specific award is made using a consulting services roster.

3. **Professional Architectural and Engineering Services.** The MRSC rosters will distinguish between professional architectural and engineering services as defined in RCW 39.80.020 and other consulting services and will announce generally to the public the City's projected requirements for any category or type of professional or other consulting services. The City reserves the right to publish an announcement on each occasion when professional services or other consulting services are required by the agency and to use paper and/or other electronic rosters that may be kept on file by appropriate City departments.

PASSED by the City Council of the City of Lake Stevens this 22nd day of May, 2018.


John Spencer, Mayor

ATTEST:


Kathy Pugh, City Clerk

APPROVED AS TO FORM:


Grant K. Weed, City Attorney

TO BE REPEALED

CITY COUNCIL STAFF REPORT



Agenda Date: 7/16/2024

Subject: Cost Sharing Agreement for Downtown Stormwater Detention System

Contact Person/Department: Aaron Halverson, Public Works

Budget Impact: Up to \$700,000.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign the Cost Sharing Agreement between Snohomish Regional Fire and Rescue, North Cove, LLC., and the City of Lake Stevens for design and construction of a shared stormwater detention system to be located on SRFR property north of the intersection of Grade Road and Old Hartford Road.

SUMMARY/BACKGROUND:

Downtown Lake Stevens north of 20th Street Northeast is primed for redevelopment, including a city-led roundabout at 20th Street SE and Main Street intersection, a replacement fire station 81 and adjacent commercial/residential development. Space is extremely limited in this area and each new development will require a stormwater flow control facility. Over the past several months, the city has collaborated with Snohomish Regional Fire and Rescue (SRFR) and North Cove, LLC., to prepare the attached cost-sharing agreement, with several reviews by respective legal counsels. By this agreement, the city will lead the design and construction effort of the regional stormwater detention facility on SRFR property. The city's share would be proportionate to its stormwater contribution to the system, approximately 16.2% of the total design, construction, administration and easement costs. This is a great opportunity for each party to fulfill its needs for stormwater flow control and a powerful example of public/private collaboration. Construction of the stormwater detention facility will occur in 2025.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. 20240710_Cost Sharing Agreement for Stormwater Detention System - North Cove

COST-SHARING AGREEMENT FOR STORMWATER DETENTION SYSTEM

This COST-SHARING AGREEMENT (this “**Agreement**”) is made and entered into this ____ day of _____, 2024 by and between Snohomish Regional Fire and Rescue, a Washington municipal corporation (“**SRFR**”), North Cove, LLC., a Washington limited liability corporation (“**North Cove**”), the City of Lake Stevens, a Washington municipal corporation (“**City**”), (individually a “**Party**” and collectively the “**Parties**”) for the purposes set forth below.

Recitals

A. SRFR owns and operates Station 81, on real property which is comprised of tax parcel numbers 00562200000801, 00562200000802 and 00562200000706, located in the City of Lake Stevens, Snohomish County, Washington and is depicted on the map attached hereto as Exhibit A (“SRFR Map”). SRFR intends to design and construct a new, enlarged Station 81 in 2025 (“SRFR Project”). The SRFR Project will require the construction of stormwater detention facilities.

B. The City owns tax parcel number 00562200000708, located in the City of Lake Stevens, Snohomish County, Washington, adjacent to the SRFR Station 81 site, as depicted on the attached map as Exhibit B (“City Map”). The City intends to make roadway improvements to nearby Main Street (“City Project”) in the year 2025. The City Project will require facilities for collecting stormwater runoff from the roadway.

C. North Cove, LLC has an option to purchase tax parcel numbers 00562200000704, 00562200000605, 00562200000606, 00562200000603, and 00562200000604 in the immediate vicinity to the SRFR and City properties and is planning to develop the property with an apartment residential development as depicted on Exhibit C (Areas of Responsibility Map). Such development approval will require stormwater detention facilities.

D. SRFR, the City and North Cove have agreed to share in the construction and maintenance costs for the stormwater detention system to be located on SRFR parcels 00562200000801 and/or 00562200000706, and/or City parcel 00562200000708; all parties will directly benefit from the stormwater detention system, subject to the terms and conditions herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, their successors in interest, agents, employees, subcontractors and assigns covenant and agree as follows:

Agreement

1. Allocation of Design and Construction Responsibility, Costs and Methodology.

A. The City shall be responsible for contracting for the design and construction of the stormwater detention facility ("Facility"), meeting the needs of the SRFR, City and North Cove Projects and all DOE and other regulatory standards and requirements. Each of the Parties shall be solely responsible for the costs incurred to connect their Project's stormwater flow to the Facility. As reasonably possible, construction of the Facility shall be concurrent with the SRFR Project, City Project and North Cove Project. The City shall select the vendors and contractors to design and construct the Facility and be responsible for all necessary engineering design work, government approvals and permits, and administering the construction project. The Facility shall be designed to meet the regulatory conditions and requirements for stormwater detention associated with each of the Parties' development projects, including the City's Main Street Roundabout project, private development by North Cove under the Development Agreement with the City, and redevelopment of Station 81 by SRFR. SRFR and North Cove shall work cooperatively with the City in providing the City with the information necessary for design of the Facility to meet their needs and provide the City with their written approval of the City approved design, construction plans, and engineer's cost estimate prior to the City's call for bids on the construction of the Facility.

B. Prior to the City's contract award for design services, SRFR and North Cove will be provided an opportunity to review the consultant fee proposal and scope of work along with an engineer's estimate for construction costs. Within five (5) business days of receiving the consultant fee proposal and scope of work from the City via email, SRFR and North Cove shall notify the city of their approval or denial of the award of the professional services contract. If either SRFR or North Cove deny the award of the professional services contract, the City may not award the contract and the Parties shall meet within five business days of such denial to discuss options for renegotiating or re-advertising. If denial of an award of the professional services contract is not received by the City from SRFR or North Cove within five business days of receiving the consultant fee proposal and scope of work via email, the city may award the professional services contract without delay.

C. Prior to the City's contract award for construction services, SRFR and North Cove will be provided an opportunity to review the bids received by the City. Within five (5) business days of receiving the bid tabulation from the City via email, SRFR and North Cove shall notify the City of their approval or denial of an award of the contract to the lowest responsible bidder determined by the City. If approval or denial of a contract award is not received by the City from SRFR or North Cove within five business days of receiving the bid tabulation via email, the city may award the contract without delay. If either SRFR or North Cove deny the award of the contract, the City may not award the contract, and the Parties shall meet within five business days of such denial to discuss options for rebidding. The City may also proceed with contract award despite a denial from either SRFR or North Cove, after the five-day period for a meeting has expired, if the lowest responsible bid is within 120% of the engineer's pre-bid estimate or either SRFR or North Cove notifies the City of their approval of the bid award.

D. The actual design and construction costs for the Detention System shall be allocated between SRFR, the City and North Cove as follows: 59.6% to North Cove, 24.2% to SRFR and 16.2% to the City, as depicted in Exhibit C ("Areas of Responsibility Map") and Exhibit D ("Detention Facility Feasibility Map"). This cost allocation is based upon the contribution of new

or replaced impervious surfaces that are tributary to the Detention System associated with each development project, including the Main Street Roundabout by the City, private development by North Cove and redevelopment of Station 81 by SRFR. Each of the Parties acknowledges and agrees that the benefits arising to them from this Agreement, both individually and collectively, adequately compensate them for their individual contributions.

2. Facility Location, Access, and Easement Rights. SRFR shall designate to City and North Cove as soon as reasonably practical in the exercise of good faith the location on its property for the construction of the Facility and necessary appurtenances to facilitate the planning of their projects and responsibilities under this Agreement. SRFR by this Agreement, conveys to the City and North Cove such easement and access rights to the real property on which the Facility and its appurtenances are designated to accommodate the design and construction of the Facility, its maintenance and repair, the connection of each Project to the Facility, as well as reasonably necessary to fulfill their rights and obligations hereunder. Compensation by the City and North Cove to SRFR for easement rights will be based on the appraised property value of affected property and proportionate share (59.6% to North Cove, 24.2% to SRFR and 16.2% to the City) of facility surface area once the design of the facility is complete. The City will complete the appraisal and recover costs from SRFR and North Cove for appraisal in accordance with the proportionate share of the facility. When the specific location of the Facility is designated, written easement agreements from SRFR conveying easements to North Cove and the City consistent with this Agreement shall be entered into by the Parties and recorded with Snohomish County. The compensation due SRFR from North Cove and the City for the easements shall be due within thirty (30) days of the recording of the easements.

3. Timing. All Parties intend to begin construction of their individual projects in the year 2025. The Parties agree to use due diligence and in good faith to do all actions necessary to time the construction of their projects concurrently with one another so as not to interfere with or delay the construction of the Facility or their respective projects.

4. Allocation of Maintenance Responsibility, Costs and Methodology. The City shall be responsible for maintaining the Facility in good working order. The actual maintenance costs for the Detention System shall be allocated between SRFR, the City and North Cove as follows: 59.6% to North Cove, 24.2% to SRFR and 16.2% to the City. This cost allocation is the contribution of new or replaced impervious surfaces that are tributary to the Detention System associated with each development project, including the Main Street Roundabout by the City, private development by North Cove and redevelopment of Station 81 by SRFR.

5. Payment. The City shall provide monthly itemized invoices to SRFR and North Cove for actual design and construction costs, including itemized administrative costs not to exceed 10% of actual costs, as they occur during the design and construction of the Facility. Post construction, the City shall provide an annual itemized invoice to SRFR and North Cove for

maintenance costs, including administrative costs (not to exceed 10% of the actual costs). In the event of any unanticipated emergency maintenance, repair or reconstruction costs the City may submit invoices when actual costs are known. The City will provide SRFR and North Cove with estimated annual maintenance costs each year to aid in their budgeting. The City and North Cove agree to pay the City within thirty (30) days of receipt of an invoice.

6. Events of Default; Remedies. Any breach by SRFR, North Cove or the City of its obligations hereunder shall constitute an event of default under this Agreement. Upon the occurrence of an event of default, the dispute shall be submitted to arbitration for resolution in accordance with the procedures described in Section 10. If any invoice is not paid within thirty (30) days after the due date, then the invoice shall accrue interest at a rate of ten percent (10%) per annum or the maximum legally permitted rate, whichever is less, from the date due until paid.

7. Notices. Any demand, request or notice made hereunder shall be in writing and shall be deemed given when personally delivered, delivered by private courier service (such as Federal Express), or three days after being deposited in the United States Mail in registered or certified form, return receipt requested, and addressed as follows:

To SRFR: Snohomish Regional Fire and Rescue
 163 Village Court
 Monroe, WA 98272
 Attn: _____

To City: The City of Lake Stevens
 1812 Main Street
 Lake Stevens, WA 98258
 Attn: Aaron Halverson, Public Works
 Director

To North Cove: North Cove, LLC

 Lake Stevens, WA 98258
 Attn: _____

or to such other single address and person as any party may communicate to all others by like written notice.

8. Attorneys' Fees. In the event of litigation between the Parties, declaratory or otherwise, in connection with this Agreement, the substantially prevailing party shall recover its costs and reasonable attorneys' fees, including for appeals, which shall be determined and fixed by the court as part of the judgment.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

10. Dispute Resolution. All disputes arising hereunder or in connection herewith that the parties are unable to resolve through good faith discussion and settlement efforts and any other mutually agreed dispute resolution process, including mediation and binding arbitration, may be resolved through a judicial determination by commencing the civil action in the appropriate court in Snohomish County, Washington.

11. Amendments. This Agreement is binding on the Parties and their successors and assigns and may not be amended or modified without a written amendment signed by the Parties.

12. Counterparts. This Agreement may be signed in any number of counterparts, all of which together shall be deemed to be a single instrument.

13. Term. Due to the subject matter of this Agreement the term of this Agreement is perpetual and the Parties successors in interest, agents, employees, subcontractors, and assigns shall be subject to rights and obligations of each party set forth herein.

14. Legal Responsibilities. Each of Parties to this Agreement shall be solely responsible for compliance with any law or regulatory requirement affecting their Project contributing stormwater to the Facility, connection of their Project to the Facility, and the discharge of stormwater from their property to the Facility. The Parties shall be jointly responsible for meeting all regulatory requirements applicable to the Facility in its design, construction and maintenance and operation subject to the provisions of this Agreement.

[Remainder of Page Left Blank; Signatures on the following page]

Dated as of the date first above written.

FIRE DISTRICT:

Snohomish Regional Fire and Rescue, a Washington
Municipal Corporation

By: _____
Name: _____
Its: _____

ASSOCIATION:

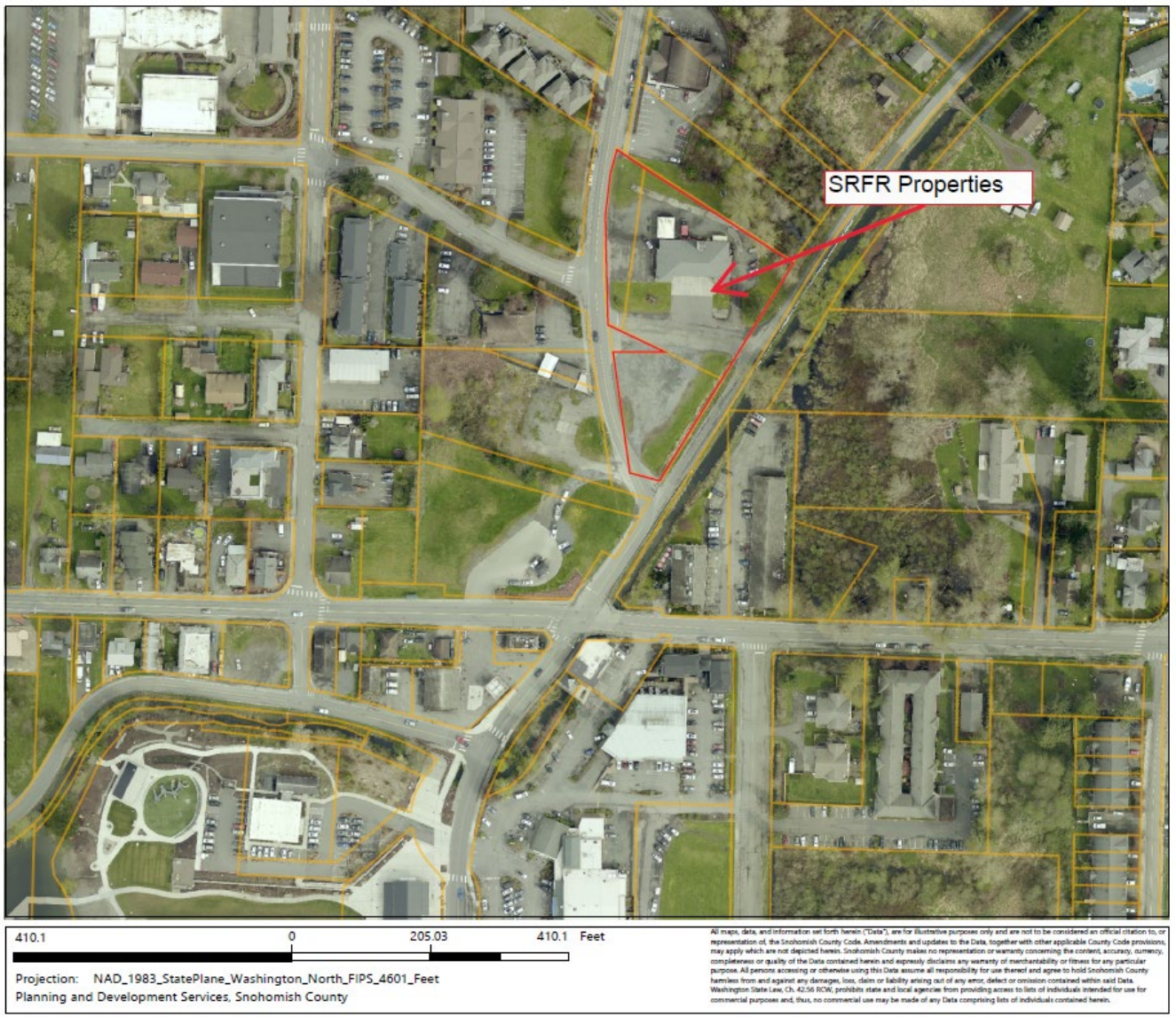
North Cove, LLC, a
Washington Limited Liability Corporation

By: _____
Name: _____
Its: _____

CITY:

City of Lake Stevens, a Washington
Municipal Corporation

By: _____
Name: _____
Its: _____





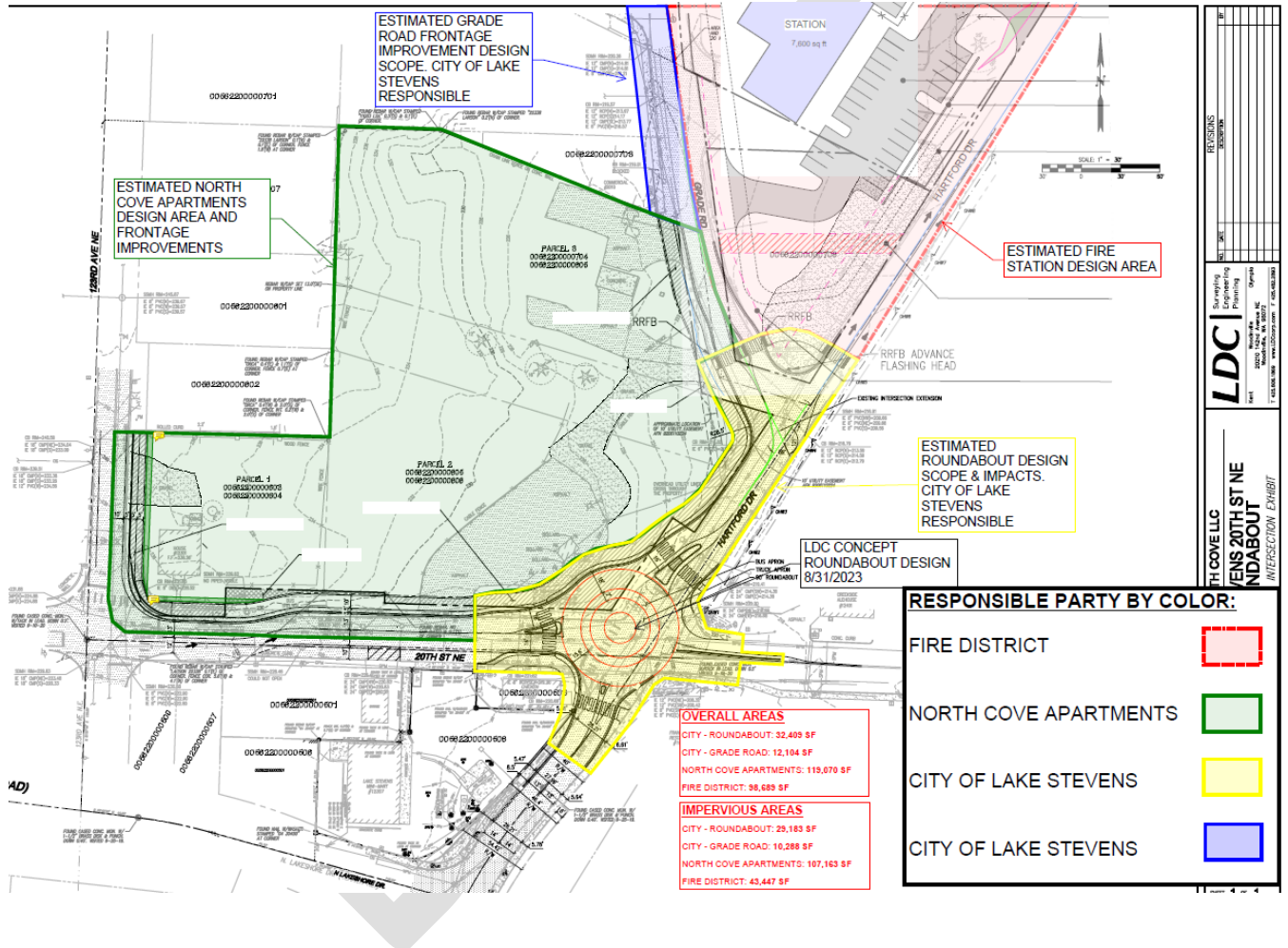
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Projection: NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet
Planning and Development Services, Snohomish County

All maps, data, and information set forth herein ("Data") are for illustrative purposes only and are not to be considered an official citation to, or representation of, the Snohomish County Code. Amendments and updates to the Data, together with other applicable County Code provisions, may apply which are not depicted herein. Snohomish County makes no representation or warranty concerning the content, accuracy, currency, completeness or quality of the Data contained herein and expressly disclaims any warranty of merchantability or fitness for any particular purpose. All persons accessing or otherwise using this Data assume all responsibility for use thereof and agree to hold Snohomish County harmless from and against any damages, loss, claim or liability arising out of any error, defect or omission contained within said Data. Washington State law, CH 42.56 RCW, prohibits state and local agencies from providing access to lists of individuals intended for use for commercial purposes and, thus, no commercial use may be made of any Data comprising lists of individuals contained herein.

Exhibit C – Areas of Responsibility

	Contributing Impervious Surface (Square Feet)	Percent Contribution
City	29,183	16.2%
North Cove	107,163	59.6%
SRFR	43,447	24.2%
Total	179,793	100%



STORM INDEX

A. 30" RM-218.01
E 34" CAP/218.01
E 34" CAP/218.01

B. 30" RM-220.01
E 34" CAP/218.01
E 34" CAP/218.01

C. 30" RM-220.01
E 34" CAP/218.01
E 34" CAP/218.01

EQUIPMENT & PROCEDURES

METHOD OF SURVEY:
SURVEY PERFORMED BY FIELD TRAVERSE

ADJUSTMENT:
LEICA TOTAL STATION

PRECISION:
ADJUSTED ON CLOSURE WITH STRONGER AND 100-150' SIGHTS

NOTE OF RECORD:
THE MONUMENTED CORNER OF 2014 IS AT THE CORNER OF A 10' X 10' S.E.

VERTICAL DATUM

NAVD 83

FOUND CORNER CORNER MONUMENT AT CORNER OF THE INTERSECTION OF 2014 IS AT THE CORNER OF A 10' X 10' S.E. A ELEVATION OF 101.15' PER GPS OBSERVATION

STATION

7,500 sq ft

MATCH LINE

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00562200000707

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CITY COUNCIL STAFF REPORT



Agenda Date: 7/16/2024

Subject: WSDOT Maintenance Agreement for SR 9/204 Landscaping and Walls

Contact Person/Department: Aaron Halverson, Public Works

Budget Impact: \$62,000 to \$78,000 per year

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign the Maintenance Agreement with the Washington State Department of Transportation (WSDOT) for the SR/9/SR 204 Intersection Improvements.

SUMMARY/BACKGROUND:

In May/June 2023, the attached Maintenance Agreement with WSDOT for the SR 9/204 area was brought before the Council for consideration. During the discussion, the Council directed staff to renegotiate the terms of the agreement to ensure the city could abate graffiti in the project area. This issue fell from the priority list for Public Works for several months as we worked on APWA Accreditation among other issues. Fortunately, through protracted correspondence with WSDOT, they have confirmed that the existing agreement allows the city to perform graffiti abatement at its discretion. In this case, there is no reason to generate a revision to the contract between WSDOT and the City to further obligate the city to maintenance efforts. It's akin to negotiating against ourselves. As a result, the Public Works Department kindly asks that the Council approve the Maintenance Agreement with WSDOT as written and instruct the Department to bring a policy document to a future Council meeting to further clarify maintenance efforts. The matter of a maintenance plan can wait for up to an additional two years as the contractor has a maintenance requirement enforced by WSDOT for that duration. The City will not be responsible for maintenance until 2026.

The Public Works Department has evaluated maintenance alternatives including in-house labor to perform the work and as a contract. An evaluation of costs is attached.

Costs for contract work are approximately \$62,000/year, while in-house labor/materials costs are estimated at \$72,000.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Agreement GMB 1162_SR 9_SR 204_Lake Stevens and WSDOT_Maintenance
2. 20240715_SR9 Maintenance Estimates

GMB 1162
Maintenance Agreement
The City of Lake Stevens and the Washington State
Department of Transportation
SR 9/SR 204 Intersection Improvements Project

This Agreement is made and entered into between the Washington State Department of Transportation, hereinafter "WSDOT," and the City of Lake Stevens, Washington, hereinafter the "City," collectively the "Parties" and individually the "Party."

RECITALS

1. WSDOT will carry out the SR 9/SR 204 Intersection Improvements Project, hereinafter the "Project," by adding a two-lane roundabout at the intersection of SR 9 and SR 204. The Project will also add a roundabout at the intersections of SR 9/Vernon Rd, at Vernon Rd/91st Ave NE, and at N Davies Rd/Vernon Rd. Other Project work includes, but is not limited to, stormwater treatment facilities, City gateway sign foundation/wall, sidewalks, buffer areas, detention ponds, and landscaping, in the areas approximately shown in Exhibit A.
2. Pursuant to the GCB 3394 Construction Agreement, the City will add work to the Project, including construction of a City gateway sign foundation/wall to be located in the new SR 9/SR 204 two-lane roundabout. GCB 3394 addresses construction but does not address maintenance responsibilities for the City gateway sign foundation/wall following construction.
3. The City and WSDOT wish to define responsibilities for the maintenance, operation, repair, and/or replacement of certain facilities constructed by the Project in WSDOT right of way for the benefit of the City and that were requested by the City for consistency with the City's adopted Lake Stevens Beautification Plan.

NOW, THEREFORE, pursuant to RCW 47.28.140, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants and performances contained herein, and the attached Exhibit A, which is incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. CITY MAINTENANCE RESPONSIBILITIES

- 1.1 Following completion of construction/installation consistent with plans approved by the City, the City shall, at its sole cost and expense, perform all maintenance, operation, and repair of the following Project facilities in WSDOT right of way, individually the "Facility" and collectively the "Facilities": City gateway sign in the SR 9/SR 204 roundabout, sidewalks, buffer areas, and landscaping (including, but not limited to, landscaping in the buffer areas, around the detention ponds, and in the roundabout central islands at the SR 9/SR 204 intersection and the SR 9/Vernon Rd intersection) in the areas approximately shown in Exhibit A and as further detailed in Sections 1.2 through 1.5.

- 1.2 The City shall be responsible for the removal of any graffiti or other unauthorized markings from the Facilities.
- 1.3 Landscaping: Once plant establishment is completed pursuant to Project construction requirements, WSDOT shall notify the City in writing and the City shall, upon receipt of WSDOT's written notification, assume responsibility for the landscaping maintenance. The City's responsibilities include, but are not limited to, planting and landscape maintenance, including areas around the detention ponds, and in the roundabout central islands at the SR 9/SR 204 intersection and the SR 9/Vernon Rd intersection, as shown in Exhibit A. The City shall maintain the landscaping as specified in Sections 1.3.1 through 1.3.7.
 - 1.3.1 The City's landscaping maintenance responsibilities include, but are not limited to, plant replacement (for dead or dying trees and plants), fertilizing, pruning (for safety, sight distance, and tree/plant health), pest removal, and applying mulch and organic amendments. The City shall remove all noxious weeds from the planted area consistent with the requirements of chapter 16-750 WAC.
 - 1.3.2 If WSDOT or the City identifies a tree as a hazard tree that endangers the safety of the public, the City shall with due diligence remove the hazard tree.
 - 1.3.3 The City shall be responsible for the removal of trash, litter, and other debris from the planted area.
 - 1.3.4 The City shall ensure that the application of pesticides and herbicides to the landscaping shall be performed by, or under, the direct supervision of the holder of a current Public Operator or Commercial Pesticide Operator license. Washington State Department of Agriculture Pesticide Application Records shall be kept by the City for each application to the landscaping in accordance with chapter 17.21 RCW and be available for review by WSDOT within five (5) calendar days of its request.
 - 1.3.5 The City is solely responsible for any water payments associated with the City's landscaping responsibility.
 - 1.3.6 If the City concurs, WSDOT shall turn over its temporary irrigation system to the City at the end of the Project plant establishment period, and the City shall then maintain, operate, and repair the temporary irrigation system as follows:
 - A. The City shall perform regular operation of the irrigation system, including, but not limited to, winterization, spring start up, annual backflow testing, programming of irrigation clocks, and flushing and testing the irrigation system. The City shall replace damaged or broken components needed for operation such as heads, pipes, wires, and valves.
 - B. If the City determines, after turnover of the temporary irrigation system from WSDOT to the City, that the City no longer needs the system for

irrigation, the City shall remove the temporary irrigation system at its sole cost and expense.

1.4 Traffic Control

- 1.4.1 The City agrees that traffic control for any work in WSDOT right of way authorized under this Agreement shall be in compliance with the *Manual on Uniform Traffic Control Devices* (MUTCD).
- 1.4.2 The City shall not perform any work authorized under this Agreement in such a manner as to knowingly conflict with, impede or disrupt in any way state highway construction, operation, or maintenance, or interfere with or endanger the safety of the traveling public. If the City has information upon which to reasonably conclude that the City's work shall conflict with, impede or disrupt in any way state highway construction, operation or maintenance, or interfere with or endanger the safety of the travelling public, then the City shall submit traffic control plans to the WSDOT Construction Traffic Control Operations Manager for the Northwest Region (contact information in Section 6) for review and approval prior to the start of the City's work. WSDOT shall review and approve, modify, or reject the City's traffic control plans within fifteen (15) working days after receipt of the plans. If WSDOT rejects the plans, WSDOT shall work cooperatively with the City to develop acceptable plans.

1.5 Third Party Damage

- 1.5.1 The City is responsible for repairing all third party damage to the Facilities at the City's expense.
- 1.5.2 If WSDOT has information concerning third party damage to the Facilities, it shall timely provide the information to the City.

2. DEFICIENT MAINTENANCE

- 2.1 In the event the City does not perform maintenance, operation, and repair of the Facilities in accordance with this Agreement, WSDOT shall notify the City of the deficiency in writing. The City agrees to correct the noted deficiency within thirty (30) calendar days of receipt of notice. If the City cannot, with due diligence, correct the deficiency within a period of thirty (30) calendar days from receipt of notice, the City may make a written request of WSDOT for an extension of time, and WSDOT shall respond in writing and either grant an extension or deny the request. WSDOT shall not, without good cause, deny such request. "In writing" and "written" includes email.
- 2.2 If the City does not correct the deficiency within thirty (30) calendar days from receipt of notice, or within the approved extension of time, if any, WSDOT, in its sole discretion, may perform the work to correct the deficiency. Such work may be accomplished by WSDOT personnel or its authorized contractor and the City agrees to reimburse WSDOT for its actual direct and related indirect costs in accordance with Section 5.

3. EMERGENCY MAINTENANCE

- 3.1 In the event of an emergency in which there is damage to, or likely to be imminent damage to, a Facility and such damage poses an imminent threat to public safety, the City shall immediately perform emergency maintenance and/or repair to rectify the problem.
- 3.2 In the event WSDOT identifies a problem with a Facility warranting emergency maintenance and/or repair, WSDOT shall notify the City and request that the City address the problem. Upon receipt of notification from WSDOT, with email being an acceptable method of notification, the City agrees to perform the requested emergency maintenance and/or repair within one (1) calendar day unless otherwise agreed upon by WSDOT.
- 3.3 If the City is not available to perform the emergency maintenance and/or repair work to address the identified problem, WSDOT reserves the right to perform the emergency work. Such emergency work may be accomplished by WSDOT personnel or its authorized contractor and the City agrees to reimburse WSDOT for its actual direct and related indirect costs in accordance with Section 5.

4. REPLACEMENT, MODIFICATION, RELOCATION OR REMOVAL

- 4.1 If the City determines it is necessary to replace, modify, relocate, or remove a Facility in WSDOT right of way, the replacement, modification, relocation, or removal shall require prior written approval of WSDOT.
- 4.2 In the event a state highway project requires relocation or removal of a Facility in WSDOT right of way, or if a Facility is mandated by law to be relocated or removed, WSDOT shall send a written notice to the City of WSDOT's intention to perform such work at least thirty (30) calendar days before the work commences.
 - 4.2.1 If the Facility subject to relocation or removal is the City gateway sign, the City shall pay WSDOT for the actual direct and related indirect costs of the relocation or removal of the City Gateway Sign, in accordance with Section 5.
 - 4.2.2 If the Facility subject to relocation or removal is sidewalks, buffer areas, and/or landscaping, WSDOT shall pay for relocation or removal of the sidewalks, buffer areas, and/or landscaping.
- 4.3 Any relocated or replaced Facility in WSDOT right of way shall be maintained pursuant to the terms of this Agreement. If a Facility is removed from WSDOT right of way then that Facility shall no longer be subject to this Agreement.

5. PAYMENT

- 5.1 In the event WSDOT or its contractor performs any work authorized by this Agreement, WSDOT shall invoice the City for the actual direct and related indirect costs associated with the work performed. Upon receipt of a detailed, itemized invoice from WSDOT, the City shall make payment within thirty (30) calendar days. If the City objects to all or any portion of an invoice it shall notify WSDOT within twenty (20) calendar days from the

date of receipt and shall pay only that portion of the invoice not in dispute. WSDOT and the City shall make every effort to settle the disputed portion, and if necessary utilize dispute resolution as provided for in Section 9.5 of this Agreement.

6. PARTY REPRESENTATIVES

- 6.1 Unless otherwise stated herein, for all communications under this Agreement the Parties designate the following representatives:

City of Lake Stevens	Washington State Department of Transportation
Aaron Halverson Public Works Director City of Lake Stevens 1812 Main Street PO Box 257 Lake Stevens, WA 98258 425.622.9447 ahalverson@lakestevenswa.gov	Mark Renshaw Maintenance Superintendent, Area 3 Washington State Dept. of Transportation 709 North Broadway Everett, WA 98201 425.258.8300 RenshaM@wsdot.wa.gov <u>Traffic Control Matters Contact:</u> Bonnie Nau Construction Traffic Control Operations Manager Washington State Dept. of Transportation 15700 Dayton Ave North Seattle, WA 98133 206.440.4471 naub@wsdot.wa.gov

- 6.2 A Party may designate an alternative representative by notifying the other Party in writing, which includes communication by email.

7. RIGHT OF ENTRY

- 7.1 The City hereby grants to WSDOT and its authorized employees, contractors, subcontractors, consultants, and/or authorized agents, a right of entry onto City property for the purpose of performing work authorized pursuant to this Agreement, subject to City permit requirements.
- 7.2 WSDOT hereby grants to the City and its authorized employees, contractors, subcontractors, consultants, and/or authorized agents, a right of entry onto WSDOT right of way for the purpose of performing work required by this Agreement, subject to the traffic control requirements of Section 1.4 above.

8. DAMAGE TO RIGHT OF WAY

- 8.1 The City and its authorized agents, contractors, subcontractors, and/or employees shall not damage WSDOT right of way and/or property while performing maintenance, operation, and/or repair work. If the City, its authorized agents, contractors, subcontractors, and/or employees damages WSDOT right of way and/or property the City agrees to be directly responsible to WSDOT for the cost of reasonable repairs; provided that, prior to either the City or WSDOT commencing any such repairs, the Parties shall meet and confer regarding the nature and scope of repairs that are needed and shall allocate responsibility for the work.
- 8.2 WSDOT and its authorized agents, contractors, subcontractors, and/or employees shall not damage City right of way and/or property while performing maintenance, operation, and/or repair work. If WSDOT, its authorized agents, contractors, subcontractors, and/or employees damages City right of way and/or property WSDOT agrees to be directly responsible to the City for the cost of reasonable repairs; provided that, prior to either the City or WSDOT commencing any such repairs, the Parties shall meet and confer regarding the nature and scope of repairs that are needed and shall allocate responsibility for the work.

9. GENERAL PROVISIONS

- 9.1 Amendment: This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.
- 9.2 Term: Unless otherwise provided herein, the term of this Agreement shall commence as of the execution of this Agreement. The terms of this Agreement shall remain in effect, unless otherwise amended or terminated as provided in this Agreement.
- 9.3 Termination:
- 9.3.1 This Agreement may be terminated by the mutual written agreement of the Parties in a timeframe as mutually agreed by the Parties.
- 9.3.2 If all Facilities are removed from WSDOT right of way, this Agreement shall be terminated upon: a) removal of the last Facility, and b) final payment, if any is due pursuant to this Agreement, has been made, whichever is later.
- 9.3.3 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- 9.4 Indemnification and Waiver: Each of the Parties shall protect, defend, indemnify, and hold harmless the other Party and its officers, officials, employees, contractors, subcontractors, consultants, and/or authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgements, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, that Party's obligations performed or to be performed pursuant to the provisions of this Agreement. No Party shall be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or

property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their officers, officials, employees, contractors, subcontractors, consultants, and/or authorized agents, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the indemnifying Party, its officers, officials, employees, contractors, subcontractors, consultants, and/or authorized agents. The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees, contractors, subcontractors, consultants, and/or authorized agents. For this purpose only, the Parties, by mutual negotiation, hereby waive, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. This indemnification and waiver shall survive the termination of this Agreement.

- 9.5 Disputes: The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to, this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process in Sections 9.5.1 through 9.5.4 shall be a prerequisite to the filing of litigation concerning any dispute between the Parties:
- 9.5.1 The Representatives designated in this Agreement shall use their best efforts to resolve disputes and issues arising out of, or related to, this Agreement. The Representatives shall communicate regularly to discuss the status of the tasks to be performed hereunder and to resolve any disputes or issues related to the successful performance of this Agreement. The Representatives shall cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement.
 - 9.5.2 A Party's Representative shall notify the other Party in writing of any dispute or issue that the Representative believes may require formal resolution according to Section 9.5.4. The Representatives shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.
 - 9.5.3 In the event the Representatives cannot resolve the dispute or issue, the City's Mayor and WSDOT's Northwest Regional Administrator, or their respective designees, shall meet and engage in good faith negotiations to resolve the dispute.
 - 9.5.4 In the event the City's Mayor and WSDOT's Northwest Regional Administrator, or their respective designees, cannot resolve the dispute or issue, the City and WSDOT shall each appoint a member to a dispute board. These two members shall then select a third member not affiliated with either Party. The three member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the dispute board shall be shared equally by both Parties; however, each Party shall be responsible for its own costs and fees.

- 9.6 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in Snohomish County Superior Court. Further, the Parties agree that each shall be solely responsible for payment of its own attorney's fees, witness fees, and costs.
- 9.7 Records and Audit: All records for work done pursuant to this Agreement shall be held and kept available for inspection and audit by WSDOT, the City and the Federal government for a period of six (6) years from the date of termination of this Agreement or any final payment authorized under this Agreement, whichever is later. Each Party shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Should a Party require copies of any records from the other Party, the requesting Party agrees to pay the reasonable costs thereof. In the event of litigation or claim arising from the performance of this Agreement, the City and WSDOT agree to maintain the records and accounts until such litigation, appeal or claims are finally resolved. This section shall survive the termination of this Agreement.
- 9.8 Severability: Should any section, term or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected and the same shall continue in full force and effect.
- 9.9 Calendar Day: Calendar day means any day on the calendar including Saturday, Sunday, or a state holiday.
- 9.10 Working Day: Working day means any day other than Saturday, Sunday, or a state holiday. State holidays are:
- New Year's Day
 - Martin Luther King, Jr. Day
 - Presidents' Day
 - Memorial Day
 - Juneteenth
 - Independence Day
 - Labor Day
 - Veterans Day
 - Thanksgiving Day
 - Native American Heritage Day
 - Christmas Day
- 9.11 Independent Contractor: Each Party shall be deemed an independent contractor for all purposes, and the employees of each Party or any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of the other Party.
- 9.12 Assignment: Except as otherwise provided herein, a Party to this Agreement shall not assign, delegate or transfer this Agreement or the obligations incurred hereunder, in whole or in part, by operation of law or otherwise, or subcontract for the management or operation of their respective responsibilities, or parts thereof, without the prior written

consent of the other Parties to this Agreement, which approval shall not be unreasonably withheld.

10. Counterpart and Electronic Signature

This Agreement may be signed in multiple counterparts, each of which constitutes an original and all of which taken together constitute one and same agreement. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. The Parties intend to be bound by its electronic or "PDF" signature on this Agreement, are aware that the other Parties are relying on its electronic or "PDF" signature, and waives any defenses to the enforcement of this Agreement based upon the form of signature.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date last signed below.

City of Lake Stevens	Washington State Department of Transportation
<u>Sign and Date:</u>	<u>Sign and Date:</u>
Brett Gailey Mayor	Morgan Balogh Assistant Regional Administrator Northwest Region Maintenance Operations
Approved as to Form City of Lake Stevens	Approved as to Form Washington State Department of Transportation
<u>Sign and Date:</u>	<u>Sign and Date:</u>  5/11/2023
City Attorney	Mark F. Schumock Assistant Attorney General

Exhibit A
GMB 1162
Maintenance Agreement
Page 1 of 4

SR 9 / 4th ST SE
Intersection (MP 15.05)

PLANTING AREAS
WITH IRRIGATION

SR 9

PLANTING AREAS
WITH IRRIGATION

DETENTION
POND

PLANTING AREA
SURROUNDING
POND

LEGEND



Areas to be maintained by city of Lake Stevens

SR 9 / SR 204
INTERSECTION IMPROVEMENT
PROPOSED DESIGN LAYOUT
SHEET - 1 / 4

MATCH LINE (SEE SHEET 24)

PLANTING AREAS
WITH IRRIGATION

SR 9 / Market PL
Intersection (MP 15.42)
(IS1)

PLANTING AREA
AROUND POND

WALLED DETENTION
POND

PLANTING AREAS
WITH IRRIGATION

Sidewalk and
plants/vegetation
in the buffer area

SR 9 / 4th St NE
Intersection (MP 15.57)
(IS2)

Sidewalk

SR 9 / SR 204
INTERSECTION IMPROVEMENT
PROPOSED DESIGN LAYOUT
SHEET - 2/ 4

Exhibit A
GMB 1162
Maintenance Agreement
Page 3 of 4

Sidewalk

PLANTING AND SEEDING
AREAS WITH IRRIGATION

PLANTING AND SEEDING
AREAS WITH IRRIGATION

Sidewalk

PLANTING AREA
AROUND POND

Walled Pond

POND

PLANTING AREA
AROUND POND

Planting
area with
irrigation

SR 9 / SR 204
Intersection (MP 15.76)

Central
Islands

SR 9 / N Davies Rd
Intersection (MP 15.99)
(IS3)

PLANTING AND
SEEDING AREAS
WITH IRRIGATION

INTERSECTION IMPROVEMENT
PROPOSED DESIGN LAYOUT

SHEET - 3/4

Exhibit A
GMB 1162
Maintenance Agreement
Page 4 of 4

PLANTING AND SEEDING
AREAS WITH IRRIGATION

SR 9

PLANTING AND SEEDING
AREAS WITH IRRIGATION

Vernon Rd.

SR 9 / SR 204
INTERSECTION IMPROVEMENT
PROPOSED DESIGN LAYOUT
SHEET - 4/4

City Crew Maintenance Cost
HWY 9 ROW Maintenance Labor Estimates - 65,000 Sq. ft. of Landscaping Beds

Date Prepared: **7/12/2024**
 Prepared By: **Aaron Halverson**

Description The city is evaluating entering into a maintenance agreement with WSDOT to maintain the landscaping areas adjacent to SR 9 that are associated with the new roundabouts. The purpose of this spreadsheet is to estimate costs and service impacts.

<u>Tasks</u>	<u>Type</u>	<u># of Crew Workers</u>	<u>Frequency</u>	<u>Labor Hours</u>	<u>Unit Price</u>	<u>Total</u>
Mulch Application	Labor	4	Biannual	200	81	8,100
Mulch Cost	Materials		Biannual		44/yard @ 1200 yards	26,400
Herbicide Application	Labor	2	Annually in the Spring	80	81	6,480
Herbicide Cost	Materials		Annual			2,000
Weeding	Labor	4	Monthly from March to October	200	81	16,200
Plant Replacement	Labor	2	Annually	32	81	2,592
Fertilizing	Labor	2	Annually in the Spring	16	81	1,296
Fertilizer Cost	Materials		Annual			2,000
Pruning	Labor	2	Annually in the Spring	48	81	3,888
Irrigation	Labor	1	As needed until vegetation is established	24	81	1,944
Litter Control	Labor	2	Weekly by DOC or Crew	8	81	648
Graffiti Removal	Labor	2	As needed	80	81	6,480
Gateway Signage	Labor	2	Quarterly or as needed	4	81	324
				692		\$ 78,352

Contract Maintenance Cost with City Support
HWY 9 ROW Maintenance Labor Estimates - 65,000 Sq. ft. of Landscaping Beds

<u>Tasks</u>		<u># of Crew Workers</u>	<u>Frequency</u>	<u>Labor Hours</u>	<u>Unit Price</u>	<u>Annual Total</u>
Contract - Weeding, pruning, litter removal, herbicide/pesticide application, irrigation, traffic control and graffiti removal.	Contract	N/A	47 Visits/Year			24,494
Mulch Application	Contract (Prevailing Wage with 29% markup)	N/A	Biannual	200	21	2,100
Mulch Cost	Contract (Time Only with 21% markup)	N/A	Biannual		44/yard @ 1200 yards	31,944
Graffiti Removal (Emergency)	Labor	2	As needed	40	81	3,240
Gateway Signage	Labor	2	Quarterly or as needed	4	81	324
				244		\$ 62,103

CITY COUNCIL STAFF REPORT



Agenda Date: 7/16/2024

Subject: Ordinance No. 1171 - Establishing a Compost Procurement Policy

Contact Person/Department: Aaron Halverson, Public Works

Budget Impact: Increased cost of material for compost procurement and reporting.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Make a motion to pass Ordinance 1171, establishing a compost procurement policy for government-funded projects as required by Chapter 43.19A RCW.

SUMMARY/BACKGROUND:

The Washington State Legislature passed legislation mandating municipalities to procure compost as the preferred alternative to other products and to use compost to the maximum extent feasible under the auspices of promoting health, safety and the public's welfare. The outcome of this legislation is a mandate that municipalities adopt an ordinance, implement a policy for compost procurement and report on compost procurement every two years to the Department of Ecology. Specifically, the draft ordinance before you requires that the city use compost as a preferred alternative for landscaping projects, soil amendments, applications for erosion control and low-impact development on city projects. Fortunately, the city already prefers and has a track record of using local compost on projects. This ordinance will reinforce our current practices, with the added administrative burden of reporting to the Department of Ecology.

APPLICABLE CITY POLICIES:

Procurement Policy

ATTACHMENTS:

1. Ordinance 1171 - Compost Procurement

2. Compost Procurement Policy Memorandum

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON
ORDINANCE NO. 1171

**AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, ESTABLISHING A
COMPOST PROCUREMENT POLICY FOR GOVERNMENT-FUNDED PROJECTS AS
REQUIRED BY CHAPTER 43.19A RCW.**

WHEREAS, the Washington State Legislature found that landfills are a significant source of emissions of methane, a potent greenhouse gas, and diversion of organic materials to produced uses will reduce methane emissions; and

WHEREAS, to reduce methane emissions associated with organic materials, the Washington State Legislature found it would be beneficial to improve a variety of aspects of how organic materials and organic material wastes are reduced, managed, incentivized, and regulated under state law; and

WHEREAS, in 2022, the Washington State Legislature passed, and Governor Jay Inslee signed Engrossed Second Substitute House Bill 1799, sections of which were codified in chapter 43.19A RCW and which requires cities or counties to adopt a compost procurement ordinance; and

WHEREAS, 43.19A.120 RCW requires that when planning government-funded projects or soliciting and reviewing bids for such projects, all state agencies and local governments shall consider whether compost products can be utilized in the project; and

WHEREAS, the purpose of this ordinance is to conform to state law regarding compost procurement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE STEVENS DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. When planning government-funded projects or soliciting and reviewing bids for such projects, the City shall consider whether compost products can be utilized. If compost products can be utilized on the project, the City shall use compost products to the extent required by law, including, without limitation, 43.19.120(2) RCW.

Section 2. To the extent required by 43.19A.150(2), the City will use compost as the preferred alternative, and to the maximum extent feasible, in the following types of work on City projects:

- (a) Landscaping projects;
- (b) Construction and postconstruction soil amendments;
- (c) Applications to prevent erosion, filter stormwater runoff, promote vegetation growth, or improve the stability and longevity of roadways; and
- (d) Low-impact development and green infrastructure to filter pollutants or keep water on-site, or both.

Section 3. To the extent required by RCW 43.19A.150(4), the City will develop strategies to inform residents about the value of compost and how the City uses compost in its operations.

Section 4. To the extent required by RCW 43.19A.150(5), by December 31, 2024, and each December 31st of even-numbered years thereafter, the City shall prepare a report for the Department of Ecology covering the previous year's compost procurement activities, including the following information:

- (a) Total tons of organic material diverted each year;
- (b) The volume and cost of compost purchased each year; and
- (c) The source(s) of the compost purchased.

Section 5. To the extent required by RCW 43.19A.150(6), the City shall give priority to purchasing compost products from companies that produce compost products locally, are certified by a nationally recognized organization, and produce compost products that are derived from municipal solid waste compost programs and meet quality standards comparable to standards adopted by the Department of Transportation or adopted by rule by the Department of Ecology.

Section 6. In accordance with RCW 39.30.040(1), the City may allow for the preferential purchase of compost to meet the requirements of RCW 43.19A.120.

Section 7. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 8. The City Council hereby declares that should any section, paragraph, sentence, clause, or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 9. The enactment of this Ordinance shall not affect any case, proceeding, appeal, or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 10. It is expressly the purpose of this Ordinance to provide for and promote the health, safety, and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees, or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees, or agents.

PASSED by the City Council of the City of Lake Stevens this _____ day of _____, 2024.

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

MEMORANDUM



Public Works Department

DATE: July 12, 2024

TO: Barb Stevens, Finance Director

FROM: Aaron Halverson, Public Works Director

SUBJECT: Procurement Policy Update – Compost

In accordance with 49.19A RCW, the procurement policy must be amended to provide guidance on the procurement of compost for city projects to ensure that Lake Stevens uses compost products to the maximum extent feasible to meet the requirements established in RCW 43.19A.120. The following amendments to the procurement policy must be incorporated as soon as possible:

Compost Procurement

Intent

To the extent required by 43.19A.150(2), the City will use compost as the preferred alternative, and to the maximum extent feasible, in the following types of work on City projects:

- (a) Landscaping projects;*
- (b) Construction and postconstruction soil amendments;*
- (c) Applications to prevent erosion, filter stormwater runoff, promote vegetation growth, or improve the stability and longevity of roadways; and*
- (d) Low-impact development and green infrastructure to filter pollutants or keep water on-site, or both.*

Procedure

- 1. When procuring materials associated with the work included in the intent of this section or the City is designing/planning a project, it will evaluate options to use compost products as the preferred alternative and to the maximum extent feasible.*
- 2. If Local Compost Products can be used, the employee will procure and use local compost products in their work or project, except as follows:*
 - a. Product(s) are unavailable within one working day for an ongoing project or 10 working days for a planned project.*
 - b. Products do not comply with other elements of this procurement policy or do not meet a funding obligation/grant requirement.*
 - c. Available products do not comply with federal or state health, quality, and safety standards.*
 - d. Products prices exceed other comparable non-compost products by more than 10%.*

3. *If Local Compost Products do not meet the criteria listed above, then other Compost Products may be used, except as follows:*
 - a. *Product(s) are unavailable within one working day for an ongoing project or 10 working days for a planned project.*
 - b. *Products do not comply with other elements of this procurement policy or do not meet a funding obligation/grant requirement.*
 - c. *Available Products do not comply with federal or state health, quality, and safety standards.*
 - d. *Products prices exceed other comparable non-compost products by more than 5%.*
4. *Employees procuring Local Compost Products or Compost Products must provide the following documentation to the Public Works Administrative Assistant and Finance Department:*
 - a. *Tons of material purchased, including supporting documentation (truck tickets, receipts).*
 - b. *Unit price of material.*
 - c. *Product information, including product name and percent of food waste and/or organic compost in the material purchased.*
 - d. *Estimated volume in cubic yards of compost purchased.*
 - e. *Source or sources of compost and compost product purchased.*
5. *The City will provide a report every two years, beginning December 31, 2024, to the Department of Ecology, that includes the following information:*
 - a. *The total tons of organic compost material diverted throughout the year.*
 - b. *The volume and cost of compost purchased throughout the year.*
 - c. *The source or sources of the compost.*
6. *The Public Works Department, with the help of the Finance Department, will produce a public report and press release in January of odd-numbered years, documenting the quantity of compost used by the city and its value to the community.*

Definitions

1. **Local Compost Product:** *Compost Products produced within 20 miles of the city limits, by a nationally recognized organization and derived from municipal solid waste compost programs meeting the quality standards adopted by the Department of Ecology rule and 163-470 WAC.*
2. **Compost Product:** *Soil, compost, or soil amendments derived from organic solid waste subjected to controlled aerobic degradation at a solid waste facility in compliance with 70A.205 RCW. Preference should be given to products containing 8% food waste.*